



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

John Wicker, Acting Director

November 10, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MANAGEMENT AGREEMENT FOR
THE MANAGEMENT, OPERATION, AND MAINTENANCE OF THE
NORWALK COUNTY GOLF COURSE
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

The recommended actions will approve a five-year Management Agreement with CourseCo, Inc., for the management, operation, and maintenance of the Norwalk County Golf Course, effective November 11, 2015 through October 31, 2020, with two one-year options.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the Management Agreement with CourseCo, Inc., is within the scope of the Norwalk Golf Course Improvements Project Negative Declaration that was adopted on May 26, 2015 and certified by the Board under the California Environmental Quality Act.
2. Approve and instruct the Acting Director of the Department of Parks and Recreation, or his designee, to execute a five-year Management Agreement with CourseCo, Inc., for the management, operation, and maintenance of the Norwalk County Golf Course, for an annual average management cost, including operating expenses, of \$116,400, for a term of five years with two one-year renewal options, for an anticipated total maximum Contract cost of \$582,000, effective November 11, 2015. This amount does not include Cost of Living Adjustments, if any, to be exercised by the Acting Director of the Department of Parks and Recreation, or his designee.
3. Authorize the Acting Director of the Department of Parks and Recreation, or his designee, to exercise the two one-year contract renewal options annually, if in the opinion of the Acting Director, the Contractor has successfully performed in the previous contract period and the services are still

required.

4. Authorize the Acting Director of the Department of Parks and Recreation, or his designee, to increase the Norwalk Golf Course Management Agreement Contract cost by ten percent, as needed, during each contract year, totaling up to \$11,640 annually, as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual average management cost, including operating expenses, to \$128,040.

5. Delegate to the Acting Director of the Department of Parks and Recreation, or his designee, the ability to review and approve an assignment of rights and delegation of duties of the Management Agreement, upon the same terms and conditions, and subject to approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize a Management Agreement, in a substantially similar form to the attached (Attachment I), between CourseCo, Inc. (CourseCo) and the County of Los Angeles (County) to manage, operate, and maintain the Norwalk Golf Course (Golf Course), its buildings, grounds, and equipment for community recreational purposes. The Management Agreement will provide opportunities for promoting and conducting programs of a community recreational nature, which will contribute to the attainment of general educational and recreational objectives for children and adults of the County.

On May 19, 2015, the Board approved a 30-year lease agreement between the City of Norwalk and the County. The Golf Course is owned and operated by the City of Norwalk. The County will assume possession of the Golf Course, on a leasehold basis, on January 4, 2016. The County will then close the Golf Course for renovation for a period of approximately six to nine months.

Upon execution of the Management Agreement, CourseCo will solicit a Request for Proposal (RFP) for the renovation of the Golf Course. During the estimated six to nine month construction period, CourseCo will serve as construction project manager and prepare the Golf Course to open for daily operations. The recommended Management Agreement requires CourseCo to solicit a construction contract and manage all construction activities, in accordance with County laws and regulations. The general scope of the project is anticipated to include: renovation of the Golf Course, construction of driving range, and construction of a community room.

The recommended Management Agreement term with CourseCo is for five years. The County shall have sole option to extend the Management Agreement term for up to two additional one-year periods. The attached chart (Attachment II) delineates the rental fee schedule.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), by maximizing the effectiveness of processes, structure, operations, and a strong fiscal management to support timely delivery of customer-oriented and efficient public service; Community Support and Responsiveness (Goal 2), by enriching the lives of County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges; and Integrated Services Delivery (Goal 3), by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The annual base Contract cost that would be paid to CourseCo as Administration Management Fees, plus Annual Operating Incentives, are identified in Attachment II. The annual base contract costs are as follows:

- Fiscal Year (FY) 2015-16 (eight months): \$67,500
- FY 2016-17: \$60,000
- FY 2017-18: \$72,000
- FY 2018-19: \$72,000
- FY 2019-20: \$72,000
- FY 2020-21 (4 months): \$27,000.

Commencing FY 2017-18 and through the end of the term, including any option years, the Annual Operating Fee will be adjusted by the Consumer Price Index. The total base contract cost over the recommended 60-month term is \$370,500, plus Consumer Price Index adjustments. The Annual Operating Incentives are based on CourseCo's ability to maximize net income to the County as identified in Attachment II.

The base Contract cost during the estimated six to nine month construction cost is \$9,000 per month. CourseCo will be providing construction management services during this time period. As part of the management fee, CourseCo will commence the solicitation process for the renovation project. Therefore, this construction period management fee, which is higher than the monthly operating management fee, is warranted.

As identified in Attachment III, the total estimated revenue from the operation of the Golf Course during the term of the contract, not including any option years, is \$1,360,120. During the six to nine month renovation period, the Department of Parks and Recreation (Department) will not receive revenues. The estimated annual revenue amounts are as follows:

- FY 2016-17: \$285,605
- FY 2017-18: \$302,568
- FY 2018-19: \$312,542
- FY 2019-20: \$331,126
- FY 2020-21 (4 months): \$128,279.

The recommended Management Agreement requires the deposit of all cash and credit card collections to a County account in accordance with the County Fiscal policies and procedures. A Deposit Account will be established through the Department of Treasurer-Tax Collector (TTC).

Similarly, a Disbursement Account will be established through TTC, upon Auditor-Controller's approval, which will allow CourseCo to pay Golf Course operating expenses, as authorized by the Department. The total estimated Golf Course operating expenses, which includes management fees, utilities, maintenance, and purchases of various services and supplies, during the term of the contract is \$1,942,435. The estimated annual operating expense amounts are as follows:

- FY 2015-16: \$67,500
- FY 2016-17: \$423,125
- FY 2017-18: \$426,267
- FY 2018-19: \$429,441

- FY 2019-20: \$432,646
- FY 2020-21 (4 months): \$163,456.

The total estimated revenue shortfall from the operation of the Golf Course during the term, not including any option years, of the recommended Management Agreement is \$582,314. The Department will work with the Chief Executive Office to confirm the appropriate level of additional net County cost required from year to year to offset the revenue shortfall.

OPERATING BUDGET IMPACT

Sufficient funding is available in the Department's FY 2015-16 Operating Budget for one-time, start-up costs required in FY 2015-16, which includes management fees, utilities, equipment, machinery, and purchases of various services and supplies. The one-time, start-up cost also includes Initial Operating Expenses for FY 2016-17.

As identified in Attachment III, the estimated annual revenue shortfall are as follows:

- FY 2016-17: \$137,520
- FY 2017-18: \$123,699
- FY 2018-19: 116,899
- FY 2019-20: \$101,520
- FY 2020-21 (4 months): \$35,177.

Based on review of actual operating expenses and revenues from year to year, the Department will work with the Chief Executive Office to confirm the appropriate level of additional net County cost required to offset the revenue shortfall.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public park and recreation purposes. The proposed Management Agreement is consistent with said purposes.

The attached Management Agreement contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; compliance with the County's smoking ban ordinance, Los Angeles County Code Title 17, Sections 17.04.185 through 17.04.650; compliance with the County's policy on restricting its purchase and use of Expanded Polystyrene containers; participation in the County's Artificial Trans Fat Reduction Program; and the standard Board-directed clauses that provide for contract termination or renegotiation.

County Counsel has approved the Lease Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

On May 26, 2015, the Board certified the Norwalk Golf Course Improvements Project Negative Declaration prepared by the City of Norwalk. The proposed Management Agreement is within the scope of the project considered in the approved Negative Declaration.

CONTRACTING PROCESS

On July 16, 2015, the Department issued a RFP for the management, operation and maintenance of the Golf Course by posting the RFP on the County's "Doing Business with Us" website. The website included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this solicitation.

On August 5, 2015, a mandatory Proposers Conference was held and six potential proposers attended. A facility walk-through of the facility followed the conference.

On August 24, 2015, the Department received one proposal. The proposal was reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. The proposal was deemed to be responsive having met the minimum requirements and were forwarded to an Evaluation Committee for review. The Evaluation Committee consisted of three representatives from the golfing industry and one Department employee.

Using the Informed Averaging Scoring methodology, the Evaluation Committee evaluated the proposal based on the criteria identified in the RFP, which included: proposer's qualifications and performance history; cost analysis to the County; proposer's maintenance and operational plan; proposer's pro-forma; and acceptance/exceptions to terms and conditions of the sample agreement. Based on these criteria, CourseCo, Inc., the sole proposer was deemed, by the Evaluation Committee, to possess the qualifications to maintain and operate the Golf Course.

It should be noted that upon final analysis and award, CourseCo was selected without regard to gender, race, creed, or color. Proposer's minority participation is reflected as an attachment (Attachment IV).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is anticipated that the Golf Course will be closed for renovation from January 4, 2016 to June 30, 2016. However, the re-opening date may be extended by up to three months.

CONCLUSION

It is requested that an adopted copy of the action taken by the Board be mailed to:

CourseCo, Inc.,
Attention: Michael Sharp
PO Box 5668
Petaluma, California, 94955.

In addition, it is requested that one adopted copy be sent to the Treasurer and Tax Collector, one adopted copy be sent to the Assessor, and three adopted copies be forwarded to the Department of Parks and Recreation.

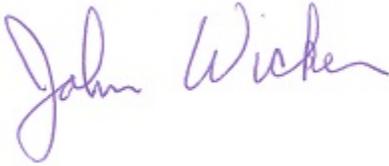
The Honorable Board of Supervisors

11/10/2015

Page 6

Should you have any questions please contact Jorge Badel at (626) 821-4649 or jbadel@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parkslacounty.gov, Kasey Dizon at (213) 739-6253 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,



JOHN WICKER

Acting Director

JW:RAM:KEH:

JB:rc

Enclosures

c: Chief Executive Officer
Interim County Counsel
Acting Executive Officer, Board of Supervisors



*Norwalk Golf Course
Management Agreement*



**MANAGEMENT AGREEMENT FOR THE
MANAGEMENT, OPERATION AND MAINTENANCE OF THE
NORWALK GOLF COURSE**

THIS MANAGEMENT AGREEMENT, made and entered into this _____ day
of _____, 2015,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County",

AND

COURSECO, INC
hereinafter referred to as
"Operator",

RECITALS

WHEREAS, the County as approved by the Board of Supervisors of Los Angeles County on May 19, 2015, is authorized to contract for public recreational golf and community services pursuant to the provisions of the Lease Agreement with the City of Norwalk pursuant to California Government Code Section 37396; and

WHEREAS, County is authorized by the provision of Government Code Section 25907 to let or grant use recreation lands for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, a Management Agreement of the Norwalk Golf Course property providing for the overall management, operation, maintenance of grounds and facilities, collection of fees, and provision of golf professionals, food and beverage services, and containing appropriate controls to ensure public use of the facilities is consistent with said purposes; and

WHEREAS, County and Operator agree that the primary objective for the Operator's performance under this Management Agreement is to maximize the public use of the Norwalk Golf Course and the revenue to be received by the County as a result thereof;

WHEREAS, the Operator is willing to execute an Agreement in accordance with such standards and with the terms and conditions prescribed therefor; and

WHEREAS, although the Golf Course Manual of the County of Los Angeles Department of Parks and Recreation is attached hereto as Exhibit A, it is the intention hereof that the provisions in the text or body of this Management Agreement shall prevail over any inconsistent provisions in said manual.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Golf Course Operations Manual
- 1.2 EXHIBIT B - Norwalk Golf Course Demised Premises
- 1.3 EXHIBIT C - County Fees and Charges
- 1.4 EXHIBIT D - Norwalk Golf Course Maintenance Standards
- 1.5 EXHIBIT E - Internal Revenue Service Notice 1015
- 1.6 EXHIBIT F - Safely Surrendered Baby Law
- 1.7 EXHIBIT G - Operator's Equal Employment Opportunity Certification
- 1.8 EXHIBIT H - Defaulted Property Tax Reduction Program
- 1.9 EXHIBIT I - Artificial Trans Fat Reduction Program
- 1.10 EXHIBIT J - Norwalk Golf Course Facility Program
- 1.11 EXHIBIT K - Lease Agreement by and between the County of Los Angeles and the City of Norwalk dated June 3, 2015.

2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- 2.2.1 **Annual Operating Plan:** The annual operating budget prepared by Operator for County review and approval that includes all forecasted revenues and expenses of the Golf Course for the Operating Year.
- 2.2.2 **Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.2.3 **Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof, including alcoholic beverages as defined in the State Alcoholic Beverage Control Act.
- 2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.2.6 **Capital Improvement:** Any construction project that extends the useful life and/or increases the capacity of the golf course facilities.
- 2.2.7 **Construction Period:** The period beginning on the commencement of this agreement through the last day of the month immediately preceding opening of facility to public.
- 2.2.8 **Construction Plan:** The budget prepared by Operator for County review and approval that includes all expenses needed during the Construction Period including but not limited to employee salary and the monthly construction management fee.
- 2.2.9 **County:** The County of Los Angeles.
- 2.2.10 **Day(s):** Calendar day(s) unless otherwise specified

- 2.2.11 **Department:** The Los Angeles County Department of Parks and Recreation or an authorized representative thereof.
- 2.2.12 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.
- 2.2.13 **Golf Course Operation:** The privilege of engaging in the activities authorized herein on the public property designated therefor.
- 2.2.14 **Gross Receipts:** All receipts related to or derived from the operation of the Golf Course from cash or credit transactions recognized during the Management Term, computed on an accrual basis, including, but not limited to, guest fees, the amount of all sales (wholesale or retail) of food, beverages, goods, wares, or merchandise on, at, or from the Golf Course, or for services of any nature performed on, at, or from the Golf Course, determined in accordance with generally accepted accounting principles applied on a consistent basis. Gross Revenues shall be reduced by any refunds, rebates, discounts, and credits of a similar nature given, paid, or returned by Operator in the course of obtaining such Gross Revenues.
- a. Service charges, which are defined to mean percentage gratuities added to billings as compensation to employees of the Norwalk Golf Course.
 - b. Except as specifically provided below or by policy statement issued by the Director, gross receipts reported by Operator must include the full usual charges for any services, goods, rentals or facilities provided by Operator. Gross receipts shall not include the following: direct taxes imposed upon the consumer and collected therefrom by the Operator such as, but not limited to, Federal, State, or Municipal retail sales taxes, or related direct taxes, which are direct taxes paid periodically by Operator to a governmental agency accompanied by a tax return statement.

- c. Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, to the extent which sums are used to remedy said loss.
- d. Those fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction which are not paid by the golf professional to the Golf Course operation.
- e. All revenues and credits derived from the benefit of national accounts derived from purchases or leases of equipment used in the operation of the Norwalk Golf Course.
- f. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons.
- g. The Director, by policy statement consistent with recognized and accepted business and accounting practices, upon consultation with Operator, and with the approval of the Auditor-Controller and County Counsel, may further interpret the term “gross receipts” as used in this Agreement.

2.2.15 **Inclement Weather:** Weather conditions that include, but are not limited to, rain, flooding, extreme cold or heat, that may impair travel conditions, cause power outages, or otherwise impede public safety or make opening a facility impossible or more difficult.

2.2.16 **Index:** “Consumer Price Index” which is defined as the Revised Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor for Los Angeles-Long Beach-Glendale (Metropolitan Division) area, or, if this Index is discontinued, any other renamed national index covering the Los Angeles metropolitan areas or any other successor or substitute index appropriately adjusted.

2.2.17 **Norwalk Golf Course:** The demised premises included in this Agreement as identified in Exhibit B.

- 2.2.18 **Open to Public:** Period defined as commencing on the first day of the month immediately preceding the completion of the renovation project and opening of facility to public.
- 2.2.19 **Operating Year:** The 365 day period commencing on the first day of the month following the approval of this Agreement by the Board of Supervisors and each following 365 day period thereafter throughout the term of this Agreement.
- 2.2.20 **Operating Inventory:** Consumable items used in or held in storage for use in the operation of the Golf Course, including, but not limited to: scorecards, driving range balls, golf pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and other similar items.
- 2.2.21 **State:** The State of California.

3.0 DEMISED PREMISES

- 3.1 The Demised Premises as shown in Exhibit B, attached hereinafter and incorporated herein by reference, shall be used only and exclusively for purposes authorized herein, and such other purposes as are related thereto provided express approval therefore is granted by the Director and for no other purposes whatsoever.
- 3.2 Operator hereby acknowledges the title of the County and/or any other public agencies having jurisdiction there over, in and to the Demised Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 3.3 Any improvements, additions, alterations, or changes to the Demised Premises shall be subject to: prior written approval by the Director; securing of applicable permits by the Operator; and compliance with such terms and conditions as may be imposed by the Director as well as any and all applicable laws. Any and all construction shall be at Operator's expense.

3.4 Ownership of all structures, buildings or improvements constructed by Operator upon the Demised Premises and all alterations, additions or betterment's thereto, shall become the property of the County without compensation being paid therefor, subject to the rights granted to the Operator hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director may require the Operator to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Agreement.

3.5 Department Use of Demised Premises

Notwithstanding Paragraph 5.3(b), Days and Hours of Operation, of this Agreement, the Department reserves the right to schedule the use of the Demised Premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Operator. Department shall be responsible for repairing any damage, except for normal wear and tear, to the Demised Premises while conducting said activities.

4.0 CONSTRUCTION PLAN AND ANNUAL OPERATING PLAN

4.1 Preparation and Approval

The Operator shall submit a Construction Plan for the "Construction Period" and an Annual Operating Plan for the first full year "Open to Public" of golf course operations.

4.1.1 The Construction Plan for the "Construction Period" (estimated to be 9 months) shall include all expenses needed during this period including employee salary and the Monthly Construction Management Fee (Golf Course Closure).

4.1.2 The Annual Operating Plan for the first Operating Year "Open to Public" and each year, thereafter shall include a monthly operating budget reflecting estimates of all golf course revenue and expenses

including but not limited to expenditures for: (a) property operation and maintenance; (b) repairs, replacements, and alterations which do not constitute Capital Improvements; (c) furnishings, equipment, and operating inventory; (d) Annual Operator Fee and employee salaries; (e) advertising, sales and business promotion and (f) a safety plan. The Annual Operating Plan shall also include the course maintenance, marketing, and business plans for the golf course.

- 4.1.3 The construction plan is due 15 calendar days following contract execution. The initial Annual Operating Plan is due 90 calendar days prior to the first day the facility is open to the public. In the event the Director does not approve the Construction Plan or Annual Operating Plan, the Director shall retain sole authority to determine the Annual Operating plan. Thereafter, the Operator shall submit to the Director the Annual Operating Plan (Budget) for the approval by the Director no later than 90 days prior to the close of each Operating Year (see above for details). The parties agree that they shall use their best efforts to limit the increase in total golf course expenses during the term of this Agreement to the increase in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Glendale (Metropolitan Division) area for the most recently published percentage change for the 12-month period preceding the submittal of the Annual Operating Plan. Any increase in excess of the increase in the CPI shall be thoroughly documented in the Annual Operating Plan. The parties understand that recommendations and budgets for Capital Improvements will be treated separately and will not form part of the Annual Operating Plan.
- 4.1.4 The Director shall review and approve each Annual Operating Plan submitted by the Operator and shall work with the Operator to develop an Annual Operating Plan. In the event that the Director does not approve the Annual Operating Plan, the Operator shall

continue to operate and manage the golf course using the Annual Operating Plan from the Operating Year immediately preceding the current one multiplied by the CPI percentage. The CPI percentage shall be applied to actual golf course expenses identified in the Annual Operating Plan however, shall not be applied to the Operator Fee or to unauthorized golf course expenses.

4.2 Compliance

The Operator shall comply with the applicable Annual Operating Plan. The actual amount expended per any calendar quarter for golf course expenses shall not be greater than ten percent (10%) higher than the amount budgeted for that calendar quarter in the Annual Operating Plan without prior written approval of the Director. Any expenditure made on golf course expenses in excess of 110% of the amount budgeted for that calendar quarter in the Annual Operating Plan shall constitute a material breach of this Agreement by the Operator unless prior written approval is received from the Director. In addition, the actual amount expended per any Operation Year for golf course expenses shall not be greater than four percent (4%) higher than the amount budgeted for that Operational Year in the Annual Operating Plan without prior written approval of the Director. Any expenditure made on golf course expenses in excess of 104% of the amount budgeted for that Operational Year in the Annual Operating Plan shall constitute a material breach of this Agreement by the Operator unless prior written approval is received from the Director. Notwithstanding the foregoing, the Operator shall be entitled to make additional expenditures under the Annual Operating Plan in the event of an emergency upon verbal authorization of the Director. However, within twenty-four (24) hours after receiving a verbal authorization, the Operator shall submit in writing the reason for the emergency, the additional expenditure and the cost to the Director for review and approval.

4.3 Quarterly Review of Annual Operating Plan

Every three (3) months, the Director and the Operator shall meet to review and discuss the operating results of the golf course taking into consideration any variables or events that did not exist or could not be anticipated by the Operator or the Department at the time the Annual Operating Plan was reviewed and approved. The Department shall not be under legal obligation to approve any modifications to the Annual Operating Plan. At the sole discretion of the Director, the Department may conduct reviews of the Annual Operating Plan more or less frequently than herein described.

5.0 OPERATOR'S BASIC OBLIGATION

5.1 Golf Professional

A. Use Granted

Operator is hereby authorized and required to sell, rent, store and/or repair golf equipment, clothing and supplies; sell instructional services in the play of golf; and operate a driving range.

B. Merchandise

Operator shall provide and maintain the necessary inventory of golf merchandise required to meet the needs of the public therefor.

C. Golf Instruction

Golf shall be taught only by qualified instructors whose qualifications have been approved in writing by the Director. Golf instructors shall observe the rules and regulations for the play of golf on County golf courses as shown in the Golf Course Manual, a copy of which is attached hereto as Exhibit A, in the use of the golf course for instructional purposes. Instructors who are not employed by the on-site youth program contractor are hereby subject to:

- I. Golf Instructors while in the course of providing golf instruction are independent contractors.
 - II. In the event that the instructor also serves as a staff member of the Norwalk Golf Course, that instructor shall not teach during scheduled and paid shifts covered by the Annual Operating Plan.
 - III. All instructors must have \$1,000,000 in general liability insurance and shall also indemnify the County.
 - IV. Golf students shall pay the prevailing rate for range balls used for instruction.
- D. Golf mobiles and Golf Carts
- I. Operator is not required to provide power driven golfmobiles. The Operator must provide a sufficient number of manually operated golf carts (pull carts) to meet the public demand thereof at the Demised Premises.
 - II. Pursuant to the Department's commitment to nondiscrimination on the basis of disability, the Operator shall be required to provide an ADA equipped accessible golf cart to accommodate any golfer with a disability with prior notice of 72 hours.
- E. Junior Golf Program
- I. Operator shall cooperate with the Director in the promotion of the Department's Junior Golf Program by providing without charge to County or participants therein group lessons, range balls, general golf instruction and junior tournaments.
 - II. Operator shall continue to support and retain all existing Junior Golf Programs with the approval of the Director.
 - III. Within fourteen (14) days of opening the golf course to the public, the Operator is required to implement, or contract with, a Junior Golf Training Program(s). The Director, in his sole

discretion, shall make the final determination of the recommended Junior Golf Training Program(s).

5.2 Clubhouse/Grab & Go Food Service Operations

A. Use Granted

Operator is hereby authorized and required to sell food (Grab & Go) and beverages within the Demised Premises.

B. Operator's Staff

Operator shall not employ as a member of its food and beverage staff any person who cannot produce a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency that indicates freedom from active tuberculosis.

C. Days and Hours of Operation

Operator and the Director will mutually agree upon days and hours of the food service (Grab & Go) operation. Operator may be permitted to close during periods of inclement weather with prior approval of the Director.

D. Merchandise

Operator shall provide and maintain the necessary inventory of food and beverage merchandise required to meet the needs of the public thereof. All foods and beverages sold or kept for sale shall conform to the Federal, State, and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Operator and all merchandise kept on hand by Operator shall be stored and handled with due regard for sanitation. In the event food and beverage merchandise are below first class, the

Director shall have the right to order the improvement of the quality of any food and beverage kept or offered for sale.

5.3 Starter Services and Marshaling

A. Use Granted

1. Operator is hereby required to render and provide golf course starter services including but not limited to: the collection of green fees; collection of tournament fees; taking of reservations from the telephone and from patrons at the course and record on starter sheet; place golfer names on call sheet as necessary; send golfers to the tee and start them off at proper intervals in groups of five, four, three, two and one as applicable; receive requests from groups for tournaments, book tournaments and collect appropriate fees fifteen (15) days prior to tournament starting date; take all actions as necessary to speed play on course; enter golfers names on starter sheet and issue cash register receipt to each golfer as he pays his greens fee; total golf starter sheet at the end of each day's play and reconcile with fee category totals on cash register detail tape; open and close golf course at appropriate times; maintain daily log book detailing number of rounds played by fee categories and total amount of cash collected by fee category. Totals from the daily log book on the number of rounds of play by fee categories shall be submitted to the Director on a monthly basis.
2. Operator acknowledges that tournaments are currently held at Norwalk Golf Course and agrees to continue to accommodate and encourage such tournaments and to favorably consider suggestions for additional events intended to accommodate the public, increase golf play at the course, and otherwise mutually benefit the parties hereto. Operator shall schedule reserved starting times for tournaments in

accordance with established procedures as indicated in attached Exhibit A.

3. Operator shall implement a marshaling program (as needed) designed to speed-up play and said program shall be approved by the Director.

a. The marshals shall be trained to assist as well as monitor the golfer and to expedite play on the course. The marshals shall work with the golf starter and be part of the golf shop team and must be trained and easily identifiable on the course.

B. Days and Hours of Operation

Operator shall keep the starter's office open every day, including weekends and holidays. The minimum hours of operation shall be mutually agreed upon by the Operator and the Director.

C. Equipment

If not otherwise provided, Operator shall provide scorecards and other necessary equipment required for the Operator's performance pursuant to the terms and conditions of this agreement. All scorecards shall be subject to prior written approval by the Director.

5.4 General Maintenance

A. Buildings and Equipment

1. Operator shall keep and maintain the demised premises and all structures, improvements, fixtures, trade fixtures, equipment and utilities, which may now or hereafter exist thereon, in good operable, useable and sanitary order and repair and in a good safe and first-class condition throughout the term of this agreement, making such repairs and replacements, and doing such rebuilding and restoration as may be required to comply with the requirements of this Agreement.

B. Grounds Maintenance

1. The Operator shall have the exclusive duty, right and privilege to mow, edge, trim, over seed, fertilize, aerate, irrigate, sod, change cups, service tees, topdress, raise divots, rake traps, spray, mop, spot irrigate, syringe and renovate turf and shrub areas designated hereunder, as well as to provide weed control, disease and pest control, tree maintenance, irrigation system maintenance including mainlines, pumps, boosters and controllers, keep swales in good repair and the necessary maintenance of any appurtenant structures and equipment, and other duties as set forth in the attached Exhibit D, Norwalk Golf Course Maintenance Specifications.
2. In regard to the level of maintenance, all work shall be performed in accordance with the highest industry-wide golf course maintenance standards at established frequencies so as to maintain the aesthetic level of the golf course with that of similar public golf courses in the area. Standards and frequencies may be modified from time to time as deemed necessary by the County for the proper maintenance of the Norwalk Golf Course. Any such changes that require modifications to the budget will be submitted in writing by the operator to the Director for review and approval.
 - a. Monthly inspections of all areas included in the Agreement shall be made by the County. The results of each inspection shall be recorded and retained for reference.
 - b. The Operator shall provide a superintendent and sufficient staff to carry out the maintenance standards as required by this agreement. All maintenance personal shall be subject to prior written approval by the Director. All of the Operator's maintenance personnel shall be supervised by the Superintendent in the full-time employment of the

Operator. All personnel shall be clean and neat at all times and wear appropriate clothing.

3. In regard to emergency services, the Operator shall provide the County with the names and telephone numbers of at least two (2) qualified persons who can be called by County representatives when emergency maintenance conditions occur during hours when the Operator's normal work force is not present. The County shall call for such assistance only in the event of a genuine and substantial emergency. This section does not pertain to conditions rendering the course unusable as otherwise set forth herein.
4. In regard to the course being out of operation whenever play must be temporarily suspended on a golf facility due to inclement weather conditions, the decision on when to allow play to resume will be made by the Operator.
5. Initial required capital asset equipment will be provided by the County. This equipment would include but not limited to: Fairway mower, greens mower, utility vehicle and various other maintenance equipment. In addition, initial supplies, during the "Construction Period" such as: office supplies, phone system, range balls and range mats will be purchased by the County through the County Procurement Process.
6. Equipment and materials to be provided by the Operator:
 - a. Notwithstanding the Paragraph 5.4.B.5 above, the Operator shall furnish all necessary equipment, supplies and materials, of good quality and in the amounts necessary to fulfill this Agreement and to accomplish an acceptable and professional level of maintenance. This equipment, supplies and materials shall include but not limited to:
 - i. all necessary gas, oil and spare parts for all equipment.

- ii. all necessary top dressing, seed, fertilizers, fungicides, insecticides and herbicides
 - iii. parts necessary for the repair and maintenance of all irrigation systems.
 - iv. tee towels, soap, ball washers, putting green cups and flags, benches, trap rakes, tee markers, tee mats, trash receptacles, cleat brushes, and all other pertinent golf course equipment.
 - v. materials for the installation maintenance of french drains.
 - vi. Sand for traps on an as needed basis as determined by the Director.
- b. The Operator shall secure the County's approval of the type of each supply, material, or equipment prior to its use or installation on golf course facilities.

5.5 Notice of Non-Performance

A. County's Right to Enter

Should the Operator fail, after ten (10) days' notice from the County of the need thereof, to perform its obligations hereunder, the County, in addition to all other available remedies, may, but shall not be so obliged, enter upon the demised premises and perform Operator's said failed obligations using any equipment or materials on the premises suitable for such purposes. Operator shall forthwith on demand, reimburse County for its cost so incurred including direct and indirect overhead.

B. Liquidated Damages

If the Director determines that there are deficiencies in the performance of this Agreement, the Director shall provide a written notice to the Operator to correct the deficiency. The Operator shall have thirty (30) days upon receipt of written notification to correct the deficiency, except for repair of leaking

valves, which must be corrected within twenty-four (24) hours following notification. If said deficiency is not corrected within the thirty (30) day period, or the twenty-four (24) hour period as applicable, such deficiency shall constitute a material breach of this Agreement by the Operator unless prior written approval is received from the Director.

6.0 TERM OF AGREEMENT

- 6.1 The term of the Agreement shall be for a period of (5) years commencing on the first day of the month following the approval of this Agreement by the Board of Supervisors, unless terminated sooner or extended, in whole or in part, as provided for in this Agreement.
- 6.2 The County shall have the sole option to extend the Agreement term for up to two (2) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director.
- 6.3 The Operator shall notify the Department when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Operator shall send written notification to the Department at the address herein provided in Subparagraph 16.23, Notices, of this Agreement.
- 6.4 In the event the Operator holds over beyond the term herein provided with the consent, expressed or implied of County, such holding shall be from month-to-month only, not to exceed twelve (12) months, and subject to the conditions of this Agreement. This holdover shall not be a renewal thereof and shall be at the monthly compensation provided herein consistent with the schedule of consideration provided for hereinafter.

7.0 OPERATOR FEES

- 7.1 “Monthly Construction Management Fee” shall be for the Construction Period (estimated to be nine months) for the management of the golf course renovation project, including but not limited to; perform all required daily ground and general maintenance, the solicitation for bids and execution of

a construction contract through completion of the renovation project. Additionally, the prospective Operator shall prepare for normal golf course operations including but not limited to: the grand opening, equipment purchases and development of golf programs Upon commencement of construction, Operator will be required to be on site between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday. Operator will be paid a Monthly Construction Management Fee of \$9,000.

7.2 “Annual Operating Fee” shall be for each annual period (Open to Public) during the Term, the Operator shall receive from the County a fee. The Annual Operator Fee shall be payable in arrears in twelve (12) monthly installments, payable by the County each month within thirty (30) business days of receipt of an approved invoice for same from the Operator. The Annual Operating Fee is defined as follows:

- Operating Year 1 - \$5,000 per month (\$60,000 annually)
- Operating Years 2-5 - \$6,000 per month (\$72,000 annually) plus CPI as defined in 7.3 below.

Should the Director exercise either or both of the additional 1 year options, any subsequent Operating Years shall be at the Year 5 rate as described herein above.

7.3 The Annual Operating Fee, identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics’ Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living

adjustments will be granted. Where the County decides to grant a cost of living adjustment pursuant to this paragraph, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Operator can show his/her labor cost will actually increase.

7.4 Should the final Operating Year be less than a 12 month period, Operator shall not be paid more than 1/12th the Annual Operating Fee per month. Payment of said fee will end upon termination of this agreement.

7.5 Commencing on November 1, 2016 of the agreement, County shall pay, in addition to the Annual Operator Fee, an Annual Operating Incentive Fee based upon "Annual Net Operating Income" (*as herein defined, below) in respect to each Operating year during the term of this Agreement according to the following schedule: This fee shall be paid to the Operator within 60 calendar days of receipt of a true and correct Profit and Loss Statement, approved by the County, for the previous Operating Year.

<u>Annual Net Operating Income</u>	<u>- Annual Operating Incentive Fee</u>
Less than \$100,000-	0%
\$100,001 to \$175,000-	7.5%
\$175,001 to \$250,000 -	12.5%
Exceeding \$250, 001 -	15.0%

For example, if the Annual Net Operating Income is \$250,000; the Annual Operating Incentive Fee shall be calculated as: $(\$75,000 \times 7.5\%) + (\$75,000 \times 12.5\%) = (\$5,625 + 9,375) = \$15,000$.

***Annual Net Operating Income**

The term "Annual Net Operating Income" from Norwalk Golf Course as used herein shall be defined as Gross Receipts (Revenues) from the Golf Course as defined in Section 2.2.12 of the Management Agreement, minus all operating expenses which are attributable, in accordance with generally accepted accounting principles, to the use and operation of Norwalk Golf Course including, without

limitation, employee costs, the Annual Operator Fee, all insurance and utility costs related to the operation, and personal and real property taxes; provided, however, such expenses shall not include any approved capital expenditures or Incentive Fees paid to Operator, hereunder.

8.0 CAPITAL IMPROVEMENTS

The County has allocated \$3.5 million dollars for the Norwalk Golf Course facility upgrades. Please see Exhibit J, Norwalk Golf Course Facility Program, for improvements. The Operator shall adhere to the following timeline for the construction project:

- Upon commencement of the Management Agreement, the County will make its best effort to forward to the selected Operator, clubhouse and golf course renovation construction documents.
- Within 21 days of receipt of construction documents, Operator shall solicit bids and conduct a bid walk.
- Within 30 days of bid walk, Operator shall select a contractor and execute a construction contract.
- Within 10 days of construction contract execution, construction shall commence.

8.1 The Operator shall be required to manage all construction activities during golf course closure “Construction Period”. In addition, perform all required daily ground and general maintenance. Prepare for normal golf course operations including but not limited to: the grand opening, equipment purchases and development of golf programs.

8.2 Upon commencement of construction, Operator will be required to be on site between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

8.3 Golf Course Improvement Fund (GCIF)

The County shall deposit into the Norwalk Golf Course, Golf Course Improvement Fund (GCIF) an amount equal to one-hundred percent (100%) of that portion of GCIF receipts for the previous month attributed to green fees. Said fees are not to be reported as a gross receipt and therefore shall not be accrued as a calculation for purposes of the “Annual Net Operating Income”. (Annual Operating Incentive Fee, Section 7.4).

9.0 CHANGES AND AMENDMENTS

- 9.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The Director reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director and Operator.
- 9.2 The Director may modify the Annual Operating Plan following quarterly review to include any changes or revisions deemed necessary by the Director for the continued operation of this Agreement.
- 9.3 Notwithstanding the above, this document may be modified only by further written Agreement between the parties. Any such modification shall not be effective unless and until executed by Operator and in the case of County, until approved by Board of Supervisors.

10.0 ACCOUNTING RECORDS

- 10.1 All sales shall be recorded by means of a Point of Sale system (POS) which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such POS must have a tape located within the POS upon which transaction numbers and sales details are imprinted. Beginning and ending POS readings shall be made a matter of daily record. In the event of a technical or electrical failure of the POS, Operator shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.
- 10.2 Operator shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Operator in connection with the

operation. The facility shall maintain a separate accounting system. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Operator or for recording Operator's personal financial affairs. Such method shall include the keeping of the following documents:

10.2.1 Regular books of accounting such as general ledgers;

10.2.2 Journals including any supporting and underlying documents such as invoices, vouchers, checks, tickets, bank statements, etc.;

10.2.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;

10.2.4 POS (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);

10.2.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

10.3 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by Operator and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

10.4 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that, due to Operator's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (1) bill Operator for said losses, said amount to be paid to County within thirty (30) days

following billing therefor unless otherwise specified by Director; and/or (2) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Operator to correctly report gross receipts, and a projected loss of revenue due to County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Fifty Dollars (\$250.00) per day for each day of the loss period as determined by County, and that the Operator shall be liable to the County for liquidated damages in said amount.

- 10.5 Should the Director find that the additional gross receipts due to County exceeds two percent (2%) of the total amount which should have been reported as determined by such review or audit and observation, and there being no reasonable basis for the failure to report thereon, Operator shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent reporting of gross receipts.
- 10.6 Fees to be paid by Operator in Section 10.4 and 10.5 shall be the sole responsibility of the Operator and shall not be paid from the Operating Fund Account.

11.0 ACCOUNTS: WORKING FUNDS; DISBURSEMENTS OF FUNDS; RECORDS AND REPORTS

11.1 Golf Course Accounts

11.1.1 County shall establish appropriate bank account(s) for the golf course at a banking institution or institutions selected by the Director. Such account(s) shall be in the County's name (the Golf Course Accounts). **The County shall be named a co-signor on the Operating Fund Account.** The Operator shall deposit on a daily basis in the Golf Course Accounts all monies received from the operation of the golf course. Any interest earned on the monies in the Golf Course Accounts shall be the property of the County. The Operator shall also maintain funds in amounts approved by the Director in petty cash funds at the golf course.

11.1.2 Within thirty (30) days of opening the golf course to the public, the County shall deposit an estimated One Hundred And Ten Thousand Dollars (\$110,000) to the Operating Fund Account to be utilized for approved operational expenses. Within thirty (30) days of the Initial Operating Fund Deposit, an additional estimated Fifty-Five Thousand Dollars (\$55,000) shall be deposited by County to the Operation Fund for ongoing operational expenses. The Operator shall be responsible for the payment of those golf course expenses identified in Section 11.2.1(a) hereinafter as incurred in accordance with monthly operating budgets as set forth in the approved Annual Operating Plan but only to the extent funds have been made available by the County. The Operator shall submit an invoice to County, with all itemized approved expenses for repayment of the golf course operating expenses. This invoice shall be submitted within 7 calendar days following the end of each calendar month in which the expenses were incurred. Upon receipt of payment from the County, within one (1) business day, the Operator shall deposit this amount into the Operating Fund Account. All golf course funds held by the Operator, whether the Operating Fund Account or monies held by the Operator in the petty cash fund at the golf course shall be owned by the County.

11.2 Payment of Golf Course Expenses

11.2.1 Payment of Certain Golf Course Expenses by Operator

- a. Consistent with the terms of Section 11.1 above, the Operator shall pay, from the Operating Fund (or, if appropriate, petty cash funds available at the golf course) golf course expenses (other than the golf course expenses set forth in Section 11.2.2 hereinafter) as and when incurred; provided, however, that (1) the amount disbursed must constitute a permitted golf course expense pursuant

to the monthly operating budget in the approved Annual Operating Plan and (2) the Operator shall provide the Director no later than seven (7) days following the end of each calendar month, an accounting delineating the golf course expenses paid and payable for such preceding calendar month, e.g., accounting due no later than April 7TH covering the preceding month of March.

- b. The County shall pay to the Operator, by way of direct deposit or check, for approved golf course expenses invoiced to the County consistent with the Annual Operating Plan within thirty (30) days of the receipt of the invoices and all necessary supporting documentation.
- c. In the event an approved golf course expense exceeds Three Thousand Dollars (\$3,000.00), the payment of such invoice/expense shall require the co-signature of the Director or designated representative. The only exception shall be for water in which when that particular expense exceeds Five Thousand Dollars (\$5,000), the payment of such expense shall require the co-signature of the Director or designated representative.

11.2.2 Payroll Account

Commencing prior to the date Operator hires the first employee for the golf course, and in any event, prior to Operator's incurrence of any payroll expense, the Operator shall establish a dedicated Payroll Account (the Payroll Account) at a bank and upon terms and conditions approved by the Director. The County shall be named a co-signor on the Payroll Account.

Payroll expenses shall mean any and all employee related expenses including, but not limited to, payroll, bonus, payroll taxes, employee benefits (including without limitation, insurance and

health benefits), 401(k), employee disputes and litigation, unemployment insurance and taxes, testing, hiring and training.

Payroll expenses shall not include Regional Manager and Corporate Overhead allocations, or the like.

Consistent with the terms of Section 11.1 above, the Operator shall pay, from the Payroll Account golf course salary expenses as and when incurred; provided, however, that (1) the amount disbursed must constitute a permitted golf course salary expense pursuant to the monthly operating budget in the approved Annual Operating Plan and (2) the Operator shall provide the Director no later than seven (7) days following the end of each calendar month, an accounting delineating the golf course salary expenses paid and payable for such preceding calendar month, e.g., accounting due no later than April 7TH covering the preceding month of March.

The County shall pay to the Operator, by way of direct deposit or check, for approved golf course salary expenses invoiced to the County consistent with the Annual Operating Plan within thirty (30) days of the receipt of the invoices and all necessary supporting documentation.

11.3 Remaining Funds

Upon the expiration or earlier termination of this Agreement, all amounts remaining in the Operating Fund Account, and any and all funds held in possession of the Operator or its agents that are revenues of the golf course shall be repaid to the County by Operator within three (3) business days following such expiration or termination of this agreement. After termination of this Agreement, and assuming no uncured breaches exist, the County shall pay to the Operator any monies due the Operator under this

Agreement, but unpaid as of the date of termination, within ten (10) days after the Operator delivers to the Director the final profit and loss statement.

11.3.1 Upon notification of the termination of this agreement, only upon the Director's written request, Operator shall effectuate, through commercially best efforts, the sale of all assets required for golf course operations for cash value or transfer title at the sole discretion of the Director. Said funds shall be deposited into the Operating Fund Account and shall be repaid to the County in herein provided in Section 11.3 of this agreement.

11.4 Books and Records

The Operator shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the golf course. All books and records for the golf course shall be located at the golf course. All accounting records shall be maintained in accordance with generally accepted accounting principles and shall be maintained in an accrual format. All books, records and reports shall be maintained separately from other facilities operated by the Operator. The Operator agrees to maintain reasonable and necessary accounting, operating, and administrative controls relating to the financial aspects of the golf course and such controls shall provide checks and balances designed to protect the golf course, the Operator and the County. The POS used by the Operator shall be approved by the Director. Upon expiration or termination of this agreement, all financial and accounting books and records shall become the property of the County and shall be delivered to the Director by the Operator within ten (10) days following termination thereof.

11.5 Inspection

The County or its authorized agents, auditors, or representatives shall have the right, during normal business hours, to review, inspect, audit, and copy the books, records, invoices, deposit receipts, canceled checks, and other accounting and financial information maintained by the Operator in connection with the golf course operation. All such books and records shall

be made available to the County at the golf course unless the County and the Operator agree upon another location. The County shall, at its own discretion and expense, have the right to retain an independent accounting firm to audit the books and records of the golf course from time to time.

11.6 Reports to the Director

The Operator shall deliver to the Director the following financial statements, in a form acceptable to the Director:

- a. Within thirty (30) days following the end of each calendar month, a profit and loss statement showing the results of the operation of the golf course for such month and for the Operation Year to date. Statement shall include sufficient detail to reflect all Gross Receipts, Cost of Sales, Expenses, and Operator Fee; and
- b. Within thirty (30) days after the end of each Operation Year, a profit and loss statement showing the results of the operation of the golf course for such Operation Year. Statement shall include sufficient detail to reflect all Gross Receipts, Cost of Sales, Expenses, and Operator Fee.
- c. The financial statements shall be certified by an independent certified public accountant acceptable to the County, if requested by the County. Per the agreement, the cost of the certification of financial audits (if requested by the County) is considered an operating expense.

12.0 DESTRUCTION OF THE DEMISED PREMISES

- 12.1 In the event the Demised Premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, County shall either restore the premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Agreement. County shall make the loss adjustment with the insurance

company insuring the loss and receive payment of the proceeds of insurance.

- 12.2 If the premises are restored, this Agreement shall continue in full force and effect. .
- 12.3 Operator shall cooperate in the restoration of the Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 12.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Norwalk Golf Course by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the Agreement.
- 12.5 Operator agrees to accept the remedy heretofore provided in the event of a destruction of the Demised Premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

13.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES

- 13.1 In the event County shall construct or cause construction within the Demised Premises, this Agreement shall continue in full force.
- 13.2 Operator agrees to cooperate with County in the event the construction affects the Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities.
- 13.3 Upon commencement of this Operating Agreement, the Operator shall receive construction documents for renovation of the clubhouse and golf course (see section 8, Capital Improvements).

14.0 OPERATING RESPONSIBILITIES

14.1 Advertising and Publicity Materials

14.1.1 Operator shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed. Such materials shall include, but are not limited to: advertising in newspapers, magazines and trade journals, the internet, and radio and/or television commercials.

14.1.2 In recognition of the Operator's need to identify its services and related clients to sustain itself, the County shall not prohibit the Operator from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of this Subsection 14.1 of this Agreement.

14.1.3 Operator agrees that any advertising or promotional materials promulgated by Operator, which contains the words "Norwalk Golf Course", or any derivative thereof, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Golf Course System" with the County seal and the Parks and Recreation Department logos, unless specifically approved otherwise by the Director.

14.2 Compliance with Laws, Rules and Regulations

Operator shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the Agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory

agency having jurisdiction there over. Further, Operator shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

14.3 Operator's Staff and Employment Practices

- 14.3.1 Operator shall maintain adequate and proper staff for its authorized operations. Operator will designate an Operations Manager with whom County may deal with on a daily basis. The Operations Manager shall devote substantial time and attention to the operations authorized herein and render such services and convenience to the public as are required. The operations manager shall be identified in the Annual Operating Plan. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.
- 14.3.2 The Director may at any time give Operator written notice to the effect that the conduct or action of a designated employee of Operator is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the Demised Premises. Operator shall transfer or reassign any such employee within a reasonable period of time following notice thereof from the Director, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.
- 14.3.3 The Operator warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Operator shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status

required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Operator shall retain all such documentation for all covered employees for the period prescribed by law. The Operator shall indemnify, defend and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Operator or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

14.3.4 The Operator shall establish an identification system for personnel who interface with the facility's guests on a daily basis. The identification system shall include appropriate attire, name badges and/or name plates as specified by the Director.

14.4 Days and Hours of Operation

The Operator shall keep said operation open every day, including weekends and Holidays. The minimum hours of operation shall be the same as for the golf course starter office on each day the said operation is required to be open. A staff person shall be on site at all times when the facility is in use. Operator shall post hours of operation in a visible location. Open play on the course may be suspended during periods of inclement weather. Operator shall comply with the approved schedule of days and hours of operation unless prior written authorization to deviate from said schedule is obtained from the Director. Operator shall maintain an answering device in the name of the Operator and shall respond to any message left by County within a twenty-four (24) hour timeframe.

14.5 Disorderly Persons

Operator agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Demised Premises.

14.6 Facility Fees and Charges

In accordance with the use granted herein, the greens fees that can be charged to the public for golf course use are identified in Exhibit C, County Fees and Charges, which is attached hereto and incorporated herein by reference. Said Fees and Charges are approved and established by the Board of Supervisors and are subject to change by the Board of Supervisors without notice.

14.7 Filming

In the event that any commercial filming is proposed to be conducted on the Demised Premises, Operator will be required to obtain required filming permits from Film LA Inc. Operator acknowledges and agrees that certain compliance standards have been developed and said standards shall be complied with by Operator.

14.8 Golf Clubs/Organizations

14.8.1 Operator acknowledges that at the golf facility there is presently organized, active and participating responsible golfing organizations that have over long periods been helpful to the City of Norwalk and the County in the operation and improvement of said golf course. Without granting any special privileges to any person or group, the Operator agrees to encourage and accommodate these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, the Operator agrees to encourage formation of additional responsible golfers' organizations by users of the golf facility and to consult with them in the same manner.

14.8.2 Upon temporary closure of the property, the County shall provide access to the existing men's, women's and senior golf clubs at other County golf courses. This shall not be greater than the current normal schedule at Norwalk Golf Course. The Operator shall be responsible for the coordination of said play dates.

14.9 Habitation

No human habitation will be permitted on the premises. This will not be construed to prohibit the Operator from providing properly designed guard-stations for night watchmen or other patrolmen, as approved in writing by the Director.

14.10 Prices

Operator shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the Demised premises. The Director hereby reserves the right to review and approve said fees and any increase requires approval from Director. Said prices shall be fair and reasonable and based upon the following considerations: that the Use Granted is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Operator that prices being charged are not fair and reasonable, Operator shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Operator shall make such price adjustments as may be ordered by the Director.

14.11 Quality of Services

Service to the public is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Operator agrees to operate and conduct its operation in a first-class manner, providing similar activities, programs and services. Operator, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director based on findings that the provision of such terms are not in the best interest of the public welfare.

14.12 Reporting

The Operator or his representative shall meet with the Director or his representative every other month and at such other times as may be required by the County to review the performance of the Agreement and to discuss any problems or matters as determined by the County.

14.13 Safety

14.13.1 Operator shall immediately correct any unsafe condition of the Demised Premises or unsafe practices occurring thereon, as well as comply with all applicable safety laws. Operator shall cooperate and comply fully with County, State, Federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all Operator's structures, enclosures, vehicles and/or equipment.

14.13.2 Operator shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Demised Premises and shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Demised Premises. Operator shall submit a report within twenty-four (24) hours to the Director of any accidental injury or death.

14.13.3 Inclement Weather

Operator shall make an assessment of the demised premises to determine if it safe for use by the public.

14.14 Sanitation

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Demised Premises. Operator shall provide that all refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof. Operator shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number

required by the Director, to maintain the Demised Premises in a sanitary condition. Public restrooms shall be cleaned on a daily basis.

14.15 Security Devices

Operator shall provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Demised Premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

14.16 Signs

Operator shall not post signs upon Demised Premises or improvements thereon unless prior written approval thereof is obtained from the Director.

14.17 Trade Fixtures

All appliances, furniture, fixtures and equipment that are required for the golf course operation purchased by County or by Operator and reimbursed by County shall be the sole property of the County.

All appliances, furniture, fixtures and equipment purchased solely with Operator funds shall be property of the Operator. During the last thirty (30) days preceding the termination of this Agreement, Operator shall remove same from the Demised Premises, other than for those items of personality, which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Operator fail to so remove said appliances, furniture, fixtures, equipment, door locks and padlocks within said thirty (30) day period, Operator shall lose all right, title and interest in and thereto, and County may elect to keep same upon the Demised Premises or to sell, remove or demolish same. Operator shall reimburse county for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

14.18 Utilities

Operator shall provide, all utilities needed for servicing the demised premises, including telephone service. Cost shall be borne by County. The telephone number shall be placed in the name of the Operator and shall

not be transferable to any other location. The Operator has the obligation and responsibility to pay (reimbursed by County) all utilities associated with all meters located on the demised premises.

14.18.1 All utilities needed to serve the Demised Premises shall be included in the Annual Operating Plan. Operator shall make every reasonable effort in its operation to minimize County's costs for utilities. Operator shall not in any way alter or modify any of the County's utilities systems and/or equipment.

15.0 TERMS AND CONDITIONS

15.1 AGREEMENT ENFORCEMENT

15.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

15.1.2 Any officers and/or authorized employees of County may enter upon the Demised Premises at any and all reasonable times for the purpose of determining whether or not Operator is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Demised Premises.

15.1.3 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the Demised Premises herein, Operator, at its sole cost, independent of this agreements Operating Fund, does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

15.1.4 This agreement is expressly made subject to all of the terms, covenants, and conditions of the Lease Agreement by and between the County of Los Angeles and City of Norwalk dated June 3, 2015 (Contract #78374) attached as Exhibit K.

15.2 COMPLAINTS

The Operator shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 15.2.1 Within ten (10) business days after the effective date of the Agreement, Operator shall provide the Director with a policy for receiving, investigating and responding to user complaints.
- 15.2.2 The Director will review the Operator's policy and provide the Operator with approval of said plan or with requested changes.
- 15.2.3 If the Director requests changes in the Operator's policy, the Operator shall make such changes and resubmit the plan within five (5) business days for Director's approval.
- 15.2.4 If, at any time, the Operator wishes to change the Operator's policy, the Operator shall submit proposed changes to the Director for approval before implementation.
- 15.2.5 The Operator shall preliminarily investigate all complaints and notify the Director of the status of the investigation within five (5) business days of receiving the complaint.
- 15.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 15.2.7 Copies of all written responses shall be sent to the Director within three (3) business days of mailing to the complainant.

15.3 CANCELLATION

- 15.3.1 Upon the occurrence of any one or more of the events of default described hereinafter in Paragraph 15.12, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Operator ten (10) day's notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

- 15.3.2 Upon cancellation, County shall have the right to take possession of the Demised Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- 15.3.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 15.3.4 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the Use Granted. Accordingly, the Director shall send a copy of any intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Operator under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.
- 15.3.5 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Operator was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Operator has, to the satisfaction of the

Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

15.4 COMPLIANCE WITH CIVIL RIGHTS LAW

The Operator hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Operator shall comply with Exhibit G, Operator's EEO Certification.

15.5 OPERATOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Operator acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Operator understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Operator's place of business. County's District Attorney will supply Operator with the poster to be used.

15.6 OPERATOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Operator acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operator understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operator's place of business. The

Operator will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Operator with the poster to be used.

15.7 OPERATOR'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

15.7.1 In the event the Director determines that there are deficiencies in Operator's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Operator to correct said deficiencies within specified time frames.

15.7.2 In the event that Operator fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the Sub-Section 16.26 (Right of Entry) and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Operator to comply with the obligations for Use Granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Operator shall be liable to County for liquidated damages in said amount.

15.8 OPERATOR RESPONSIBILITY AND DEBARMENT

15.8.1 Responsible Operator

A responsible Operator is an Operator who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Operators.

15.8.2 Chapter 2.202 of the County Code

The Operator is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Operator on this or other Agreements which indicates that the Operator is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Operator from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Operator may have with the County.

15.8.3 Non-responsible Operator

The County may debar an Operator if the Board of Supervisors finds, in its discretion, that the Operator has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Operator's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

15.8.4 Contractor Hearing Board

1. If there is evidence that the Operator may be subject to debarment, the Department will notify the Operator in writing of the evidence which is the basis for the proposed debarment and will advise the Operator of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operator and/or the Operator's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Operator should be debarred, and, if so, the appropriate length of time of the debarment. The Operator and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If an Operator has been debarred for a period longer than five (5) years, that Operator may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Operator has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Operator has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

15.8.5 Subcontractors of Operator

These terms shall also apply to Subcontractors of County Operators.

15.9 OPERATOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

15.9.1 Operator acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

15.9.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operator’s duty under this Agreement to comply with all applicable provisions of law, Operator warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

15.10 CONFLICT OF INTEREST

15.10.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Operator or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Operator who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

15.10.2 The Operator shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Operator warrants that it is not now aware of any facts that create a conflict of interest. If the Operator hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

15.11 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Operator's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Operator's compliance with all Agreement terms and performance standards. Operator deficiencies that County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Operator. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

15.12 EVENTS OF DEFAULT

15.12.1 The abandonment, vacation or discontinuance of operations on the Demised Premises for more than five (5) days consecutive days, without approval thereof by the Director.

15.12.2 The failure of Operator to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

- 15.12.3 The failure of Operator to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.12.4 The failure to maintain the Demised Premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.12.5 The failure of Operator to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Operator shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.
- 15.12.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Operator in violation of State and/or Federal laws thereon.
- 15.12.7 Transfer of the majority controlling interest of Operator to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.
- 15.12.8 Failure of Operator to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.
- 15.12.9 If the Director determines, in his sole discretion, that the Failure of the Operator to keep, perform and observe all promises, covenants, conditions and agreements set forth herein is due to the

Department being unable to provide adequate funds, the Operator will not be considered to have committed an event of default.

15.13 FAIR LABOR STANDARDS

The Operator shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Operator's employees for which the County may be found jointly or solely liable.

15.14 FORCE MAJEURE

15.14.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

15.14.2 Notwithstanding the foregoing, a default by a subcontractor of Operator shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Operator and such subcontractor, and without any fault or negligence of either of them. In such case, Operator shall not be liable for failure to perform, unless the goods or services to be finished by the subcontractor were obtainable from other sources in sufficient time to permit Operator to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor"

15.14.3 In the event Operator's failure to perform arises out of a force majeure event, Operator agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

15.15 GOVERNING LAW, JURISDICTION, and VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Operator agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15.16 INDEPENDENT OPERATOR

This Agreement is by and between the County of Los Angeles and Operator and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Operator. Operator understands and agrees that all persons furnishing services on behalf of Operator pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Operator and not of County. Operator shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Operator pursuant to this Agreement.

15.17 INDEMNIFICATION

Operator agrees to indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from, or connected to, or relating to the construction, operation, maintenance of the Golf Course and all areas

described in this Agreement. This indemnification obligation will not apply to the indemnified party's or to any claim or loss arising from the indemnified party's sole negligence or willful misconduct. Operator's duty to indemnify the County shall survive the expiration or other termination of this Agreement.

15.18 INSURANCE REQUIREMENTS

Without limiting the Operator's indemnification of County and during the term of this Agreement, and until all of its obligations pursuant to this Agreement have been met, Operator shall provide and maintain insurance coverage satisfying the requirements specified in this Management Agreement. Per the agreement, the cost of insurance shall be an approved operating expense. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Operator pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Operator for liabilities which may arise from or relate to this Management Agreement.

15.18.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director, Attention: Contracts and Golf Division, 301 North Baldwin Avenue, Arcadia, CA 91007, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) and the City of Norwalk, it's Elected Officials, Officers, Agents, Employees and Volunteers (collectively City and its Agents) as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Operator to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Operator to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.18.2 Notification of Incidents, Claims or Suits

Operator shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Operator and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- b. Any third party claim or lawsuit filed against Operator arising from or related to services performed by Operator under this Agreement.
- c. Any injury to an Operator employee which occurs on County property. This report shall be submitted on a

County “Non-employee Injury Report” to the County contract manager.

- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Operator under the terms of this Agreement.

15.18.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), and the City of Norwalk, its Elected Officials, Officers, Agents, Employees and Volunteers (collectively City and its Agents) shall be provided additional insured status under Operator’s General Liability policy with respect to liability arising from or connected with this Agreement. County’s and City’s additional insured status shall apply with respect to liability and defense of suits arising out of this Agreement, whether such liability is attributable to the Operator or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

15.18.4 Cancellation of Insurance

Operator shall provide County with, or Operator’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any

change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

15.18.5 Failure to Maintain Insurance

Operator's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, and may suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Operator resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Operator, deduct the premium cost from sums due to Operator or pursue Operator reimbursement.

15.18.5 Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

15.18.6 Operator's Insurance Shall Be Primary

Operator's insurance policies, with respect to any claims related to this Management Agreement, shall be primary with respect to all other sources of coverage available to County. Any Operator maintained insurance or self-insurance coverage shall be in excess of and not contribute to any County coverage.

15.18.7 Waiver of Subrogation

To the fullest extent permitted by law, the Operator hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this Management Agreement. The Operator shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

15.18.8 Deductibles and Self-Insured Retentions (SIRs)

Operator's policies shall not obligate the County to pay any portion of any Operator deductible or SIR. The county retains the right to require Operator to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Operator's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.18.9 Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Management Agreement. Operator understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Management Agreement expiration, termination or cancellation.

15.18.10 Application of Excess Liability Coverage

Operator may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

15.18.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

15.18.12 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

15.19 INSURANCE COVERAGE REQUIREMENTS

15.19.1 Operator shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

- a. **General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$2,000,000
Each Occurrence:	\$1,000,000

Mobile equipment will be afforded coverage unless afforded coverage within the automobile policy. There shall be no exclusion for sporting events.

- b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall include coverage for all “owned”, “non-owned” and “hired” vehicles, or coverage for “any auto”.
- c. **Workers Compensation and Employer’s Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Operator is responsible. If Operator’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Operator is responsible. In all cases, such insurance shall also include Employer’s

Liability coverage for all persons providing services on behalf of the Operator and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

- d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:
- i. **Personal Property: Automobiles and Mobile Equipment** - Special form (“all risk”) coverage for actual cash value of County-owned or leased property; and
 - ii. **Real Property and All Other Personal Property** - Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.
- e. **Professional Liability:** Insurance covering liability arising from any error omission, or negligent act of the Operator, its officers, employees, contractors, or agents with a limit of not less than One Million Dollars (\$1,000,000) per claim.
- f. **Liquor Liability** insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) shall be provided and maintained by the Operator if and when the manufacturing, distribution or service of alcoholic beverages occurs on the Premises, with limits of not less than \$1 million per occurrence and \$2 million aggregate. If written on a “claims made” form, the coverage shall also provide an extended two (2) year reporting period

commencing upon the expiration or earlier termination of this Agreement, or replacement coverage shall be maintained until such time.

- g. **Errors and Omissions:** Such insurance shall be provided covering liability for professional malpractice. Such coverage shall be on an “occurrence basis” if such coverage is available or on a “claims made” basis if not available. When coverage is provided on a “claims made” basis, Operator shall continue to maintain the insurance in effect for a period of five (5) years after the termination date or expiration of this Agreement (hereinafter extended insurance). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of the Agreement and shall cover the Operator for all claims made by the County arising out of any errors or omissions of the Operator, its officers, employees, or agents during the time this Agreement was in effect.

15.19.2 Insurance during period of construction

During the period(s) of construction as required or authorized herein, and in addition to the aforementioned insurance coverage, Operator or Operator’s Contractor shall provide the following forms and amounts of insurance:

- a. Builder's All-Risk Insurance: including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the Director. Insurance shall be in an amount for the replacement value of the improvements and endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent (5%) of the construction cost.
- b. Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

(All limits to be determined by County before the start of the project)

General Aggregate:

Products/Completed Operations Aggregate:

Personal and Advertising Injury:

Each Occurrence:

c. **Automobile Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Operator's use of autos pursuant to this Management Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

d. **Professional Liability**: Insurance covering liability arising from any error omission, or negligent act of the Operator its officers, employees, contractors, or agents with a limit of not less than One Million Dollars (\$1,000,000) per claim.

e. **Workers Compensation and Employers' Liability** Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Operator will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form

WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Operator's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- f. Asbestos Liability or Contractors Pollution Liability Insurance is needed if construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Operator's or Operator's contractor Automobile Liability Insurance. Operator or Operator's contractor shall maintain limits of not less than \$(determined on a project by project basis) for this project.

15.19.3 Performance Security Requirements. Prior to the beginning of construction Operator shall require its contractor to file surety bonds with the Operator and the County if required in the amounts and for the purposes noted below. All bonds shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the

Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

Each bond shall be signed by the Operator's Contractor (as Principal) and the Surety.

The Operator's contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Project price to assure the payment of claims of material men supplying materials to Operator's contractor, subcontractors, mechanics, and laborers employed by the Operator's contractor on the Project, and the second in the sum of not less than 100% of the Project price to assure the faithful performance of the Project Contract.

1. The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to inure to the benefit of persons furnishing materials for, or performing labor upon the Work. This bond shall be maintained by the Operator's contractor in full force and effect until the Work is completed and accepted by the Operator and the County if required, and until all claims for materials, labor, and subcontracts are paid.
2. The "Bond for Faithful Performance" shall be so conditioned as to assure the faithful performance by the Operator's contractor of all Work under said Project contract within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is

satisfactory and acceptable to the Operator and the County if required; that all materials and workmanship supplied by Operator's contractor will be free from original or developed defects, and that should original or developed defects, or failures appear within a period of one year from the date of Acceptance of the Work by the Operator and the County if required, the Contractor shall, at Contractor's own expense, make good such defects and failures, and make all replacements and adjustments required, within a reasonable time after being notified by the Operator to do so, and to the approval of the County if required. This bond shall be maintained by the Operator's contractor in full force and effect during the performance of the Project and for a period of one year after acceptance of the Work by the Operator and the County if required.

Should any surety or sureties upon said bonds or any of them become insufficient, or be deemed unsatisfactory by the Operator or the County, said Contractor shall replace said bond or bonds with good and sufficient sureties within ten (10) days after receiving notice from the Operator or the County that the surety or sureties are insufficient or unsatisfactory.

No further payment shall be deemed due, or will be made under this Contract until the new sureties shall qualify and be accepted by the Operator and the County.

15.20 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

15.20.1 The Operator certifies and agrees that all persons employed by it, it's affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability,

- marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 15.20.2 The Operator shall certify to and comply with the provisions of Exhibit G, Operator's EEO Certification.
- 15.20.3 The Operator shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.20.4 The Operator certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 15.20.5 The Operator certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.
- 15.20.6 The Operator shall allow County representatives access to the Operator's employment/volunteer records during regular business hours to verify compliance with the provisions of this Sub-Paragraph 16.20 when so requested by the County.

15.20.7 If the County finds that any provisions of this Sub-Paragraph 16.20 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Operator has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Operator has violated the anti-discrimination provisions of this Agreement.

15.20.8 The parties agree that in the event Operator violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

15.21 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

The Operator shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

15.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Operator shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at for printing purposes.

15.23 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Operator shall be CourseCo, Inc., Attention: Michael Sharp, 1670 Corporate Circle, Suite 201, Petaluma, California 94954, The address to be used for any notice served by mail upon County shall be Department of Parks and Recreation, The Arboretum, Research Building, 301 North Baldwin Avenue, Arcadia CA 91007, Attention: Contracts, Golf & Special Districts Division, or such other place as may hereafter be designated in writing to Operator by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

15.24 PUBLIC RECORDS ACT

15.24.1 Any documents submitted by Operator; all information obtained in connection with the County's right to audit and inspect Operator's documents, books, and accounting records pursuant to Paragraph 9.0 of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or

responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

15.24.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Operator agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

15.25 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operator agrees to use recycled-content paper to the maximum extent possible on this Agreement.

15.26 RIGHT OF ENTRY

15.26.1 Any officers and/or authorized employees of the County may enter upon the Demised Premises at any and all reasonable times for the purpose of determining whether or not Operator is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Demised Premises.

15.26.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of five (5) days, Operator hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the Demised Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said Demised Premises and place any such property in storage for the account of and at the expense of Operator; (3) subcontract or sublicense the Demised Premises; and (4) after payment of all

expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Operator's breach of this Agreement. Entry by the officers and employees of County upon the Demised Premises for the purpose of exercising the authority conferred hereon as agent of Operator shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

15.26.3 No re-entry or taking of the Demised Premises by County pursuant to Sub-Paragraph 16.26.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Operator or unless the termination thereof be decreed by a court of competent jurisdiction.

15.27 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

15.28 SUBCONTRACT

15.28.1 Operator shall not, without the prior written consent of the Director, subcontract any portion of the Demised premises, or subcontract any of the operation or activities authorized or required by this Agreement.

15.28.2 In the event the County determines that the Operator has violated the subcontract provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Operator to comply with the subcontract provision. The parties hereby agree that under the

current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Operator shall be liable to County for liquidated damages in said amount.

15.29 SURRENDER OF DEMISED PREMISES

15.29.1 Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Operator shall peaceably vacate the Demised premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Paragraph 5.5 hereinbefore may be applicable thereto.

15.29.2 Upon expiration of the term, Operator shall execute and deliver to County within thirty (30) days after service of written demand, a good and sufficient quitclaim deed of the Operator's interest in this Agreement and the Demised premises. Should Operator fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Operator to execute and deliver the quitclaim deed shall, after ten (10) days from the date of recordation of the notice, be conclusive evidence against Operator and all persons claiming under Operator, of the termination of this Agreement.

15.30 TAXES AND ASSESSMENTS

15.30.1 Operator shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

15.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Operator to maintain compliance with the requirements set for in Sub-section 16.9, Operator's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Operator under

this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Sub-Section 14.3, Cancellation.

15.32 INTENTIONALLY OMITTED

15.33 TERMINATION FOR IMPROPER CONSIDERATION

15.33.1 County may, by written notice to Operator, immediately terminate the right of Operator to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Operator, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Operator's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Operator as it could pursue in the event of default by the Operator.

15.33.2 Operator shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Operator in writing by County

15.33.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

15.34 TERMINATION FOR INSOLVENCY

15.34.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Operator. The Operator shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Operator is insolvent within the meaning of Federal Bankruptcy Code;

15.34.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Operator under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Operator;
- or

15.34.3 The rights and remedies of County provided in this Sub-Section 16.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.35 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Operator and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Operator, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Operator or any County Lobbyist or County lobbying firm retained by Operator to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

15.36 TERMINATION UPON TRANSFER OF TITLE OR COURSE CLOSURE

15.36.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Demised Premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Operator with notice of termination or assignment of this Agreement pursuant to this provision.

15.36.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Demised Premises, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of golf course closure, Operator shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Operator of such golf course closure.

15.37 TRANSFERS

15.37.1 Operator shall not assign its rights, delegate its duties, sublease, hypothecate, or mortgage this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, sublease license, hypothecation, or mortgage without the consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall

be deductible, at County's sole discretion, against the claims which Operator may have against County.

- 15.37.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Operator shall be binding upon any transferee thereof.
- 15.37.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Operator occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Operator, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Operator, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.
- 15.37.4 Shareholders, partners, members or other equity holders of Operator may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Operator to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, such disposition is an assignment require the prior written consent of the County in accordance with applicable provisions of this Agreement and the transfer fee provided in Section 15.37.6 shall be assessed. Consent to any such transfer shall be refused if the Director, in his sole discretion, finds that the transferee is

lacking in experience and/or financial ability to conduct the operation of the Norwalk County Golf Course.

- 15.37.5 Any assumption, assignment, delegation, or takeover of any of the Operator's duties, responsibilities, obligations, or performance of same by any entity other than the Operator, whether through assignment, sublease, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Operator as it could pursue in the event of a default by Operator.
- 15.37.6 Any transfer, sale, exchange, assignment, or divestment of its rights and obligations pursuant to this Agreement, as described in Paragraph 15.37.4 above, shall result in the Lessee paying to the County a transfer fee of \$50,000. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

- a. A transfer of an undivided interest in the agreement between affiliated entities which results in a change in method of holding title, but does not result in a change to the proportional interests held by the affiliated entities prior to the transfer;
- b. An assignment which serves as security for the repayment of a loan from any lender, but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;
- c. Such other assignment for which the Director, in his sole discretion, determines that the ownership interests in the agreement have remained unchanged, such as a change in the legal or fictitious name of the Lessee without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases shall be appealable to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County of Los Angeles Department of Parks and Recreation, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Lessee in the event the Director's decision is reversed.

15.38 WAIVER

15.38.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and Agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or Agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.

15.38.2 No delay, failure, or omission of County to re-enter the Demised Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

15.38.3 No notice to Operator shall be required to restore or revive "time of the essence" after the waiver by County of any default.

15.38.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

15.39 WARRANTY AGAINST CONTINGENT FEES

15.39.1 The Operator warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Operator for the purpose of securing business.

15.39.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.40 USE OF EXPANDED POLYSTYRENE (EPS) FOOD CONTAINERS

The Lessee is required to comply with the County's policy on restricting its purchase and use of EPS food containers on County-owned facilities.

16.0 PERFORMANCE BOND AND SECURITY DEPOSIT

- 16.1 The Operator shall include a Performance Bond in the amount of \$150,000, payable to the county of Los Angeles and executed by a corporate surety authorized to conduct business as a surety in the state of California. The Operator will provide the County with this performance bond within ten (10) days after the award of the contract. Per the agreement, the cost of the performance bond shall be an approved operating expense.
- 16.2 Prior to the commencement of this Agreement, Operator shall pay to the Director the sum of **Twenty-Five Thousand Dollars (\$25,000)** in the form of a cashier's check payable to the Department of Parks and Recreation as a Security Deposit.
- 16.3 Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Operator, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of Operator's operation; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of Operator's operation; a breach of obligations assumed by Operator herein with respect to the requirements therefore by County, including the

payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

16.4 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Operator shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

16.5 Said Security Deposit shall be returned to Operator upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

17.0 AUTHORIZATION WARRANTY

Operator represents and warrants that the signatory to this Agreement is fully authorized to obligate Operator hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

18.0 OPERATOR WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

18.1 Operator acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers. Exhibit H of this agreement.

19.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure for Operator to maintain compliance with the requirements set for in Paragraph 17, Operator's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Management Agreement. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of Operator to cure such default within 10 days of notice shall be grounds upon which County may terminate this Management Agreement and/or pursue debarment of Operator, pursuant to County code Chapter 2.206.

20.0 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

This Management Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

21.0 ARTIFICIAL TRANS FAT REDUCTION PROGRAM

21.1 Operator agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 grams or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Demised Premises, except for food that is being served directly to consumers in a manufacture's original sealed package. Operator shall provide the written certification attached hereto as Exhibit I stating that it has reviewed and is familiar with the requirements of the AFTR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at www.lacpublichealth.org.

21.2 Within 90 days of the opening of the facility to the public, Operator shall submit to the County's Public Health Department all required application materials for participation in the ATRF Program, and shall thereafter

diligently pursue approval as an ATFR participant. Operator failure to do either of the foregoing shall constitute a material breach of this Management Agreement and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

- 21.3 Upon County's approval of the Operator participation in the ATFR Program, Operator shall have the same rights and obligation as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.
- 21.4 In addition to any remedies provided the County by the ATFR Program's rules, any failure by Operator to comply with the ATFR Program standards shall constitute a material breach of this Management Agreement entitling the County to terminate the Management Agreement in its entirety or, if the Operator provides service to multiple Demised Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following:
- a. Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Operator breach of this Section 20.4. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Operator shall be liable to County for that amount.
 - b. Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Demised Premises and from any other location where such materials are used by the Operator, including without limitation menus, menu boards, and dining table tent cards.
 - c. Require Operator to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

22.0 TERMINATION FOR CONVENIENCE

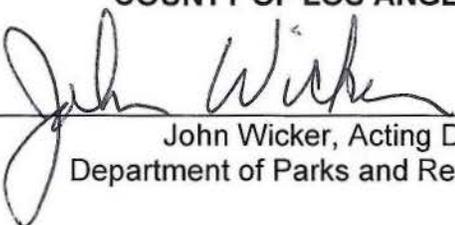
This Agreement may be terminated, in whole or in part with or without cause, by County in its sole discretion. Termination of this Agreement hereunder shall be effected by delivery to Operator of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than ninety (90) days after notice.

23.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Operator for the use granted at Norwalk County Golf Course for the management, operation and maintenance of a County golf course facility. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the management, operation and maintenance of a County golf course facility and the Demised Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

IN WITNESS WHEREOF, Operator has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the month, the day and year first above written.

OPERATOR
By 
Thomas B. Isaak
President & Chief Executive Officer

COUNTY OF LOS ANGELES
By 
John Wicker, Acting Director
Department of Parks and Recreation

APPROVED AS TO FORM:

Mary Wickham
Interim County Counsel

By 
Christina A. Salseda
Principal Deputy County Counsel



EXHIBIT A



**Los Angeles County
Department of Parks and Recreation**
Russ Guiney, Director



GOLF COURSE OPERATIONS MANUAL



November 2014

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Russ Guiney, Director**



ADA NOTICE

Pursuant to the Americans with Disabilities Act (ADA), the County of Los Angeles, Department of Parks & Recreation, has designated an ADA Coordinator to carry out this Department's compliance with the non-discriminatory provisions of the ADA.

Upon 3 days request notice, sign language interpreters and related material in alternative formats (Braille transcript, large print, audio-record, video-captioning and live-description) or any other reasonable accommodations are available to the public for County activities and events. For information you may contact the ADA Coordinator's Office:

TEL. 213-738-2970 TYY. 213-427-6118 FAX. 213-386-6620

AVISO DEL (ADA)

Según el acta de los americanos con incapacidades, "Americans with Disabilities Act, (ADA)", el Condado de Los Angeles, Departamento de Parques & Recreo, a designado a un Coordinador del ADA para desempeñar el cumplimiento del Departamento en todos las encomiendas no-discriminatorias del ADA.

Con un aviso de 3 días de anticipo, los intérpretes de lenguaje con señas y los materiales relacionados en formatos alternos como (transcripción en Braille, impreso en grande, grabación en audio, captación en video y descripción en vivo) o cualquier otro acomodo razonable estarán disponibles al público para todas las actividades y eventos promovidos por el Condado.

Para mas información, usted puede contactarse con la oficina del Coordinador del ADA:

TEL. 213-738-2970 TYY. 213-427-6118 FAX. 213-386-6620

NOVEMBER 2014

PREFACE

The County of Los Angeles possesses the largest publicly owned golf course system in the nation, with 19 golf courses at 17 different sites. These golf courses feature a variety of beautiful and interesting settings from the foothills of the San Gabriel Mountains to the Pacific coastline overlooking the Pacific Ocean.

Under the jurisdiction of the Department of Parks and Recreation, this golf system offers the public affordable greens fees, discount programs for senior citizens and students, and an excellent junior golf program. Of the 19 golf courses, 13 are 18-hole regulation length courses, three are convenient 9-hole regulation length courses, one is a challenging 18-hole executive length course, one is an 18-hole par-three course, and one is a 9-hole par-three course.

The County's golf course system is a leading symbol of public and private sector partnership in offering quality golf service operations. Management lessees serve the system by operating the courses pursuant to contracts issued by the County. Eight different companies perform in this fashion.

Innovation and cooperation characterize the efforts by the County's Board of Supervisors, this Department and the skilled golf industry professionals within the system. The collaborative efforts of these officials and individuals, and aggressive capital improvement programs will help ensure that Southern Californians will continue to benefit from the finest public golf experience available for many years to come.

The 19 County golf courses are:

Alondra	18-hole regulation	Altadena	9-hole regulation
Diamond Bar	18-hole regulation	Eaton Canyon	9-hole regulation
Knollwood	18-hole regulation	Whittier Narrows	9-hole regulation
La Mirada	18-hole regulation		
Lakewood	18-hole regulation		
Los Amigos	18-hole regulation	Alondra	18-hole par-three
Los Verdes	18-hole regulation		
Marshall Canyon	18-hole regulation		
Mountain Meadows	18-hole regulation	Maggie Hathaway	9-hole par-three
Santa Anita	18-hole regulation		
Victoria	18-hole regulation		
Chester Washington	18-hole regulation	El Cariso	18-hole executive
Whittier Narrows	18-hole regulation		



Russ Guiney
Director

"Parks Make Life Better!"

PURPOSE

The purpose of this Golf Course Operations Manual is twofold. First and foremost, it establishes uniform rules, procedures and policies for all golf courses under the jurisdiction of the County of Los Angeles Department of Parks and Recreation. Second, this Manual is designed to provide direction and specify responsibilities for the Department's Golf staff assigned to implement contract administration, and for the private sector management firms operating and maintaining the County's golf courses pursuant to management lease agreements.

The Manual is fully incorporated into each golf lease, thereby directly providing invaluable information to those management firms. All personnel conducting business within the County's golf course system should be fully aware of the contents of this Manual in order to ensure the proper operation of the golf course facilities.

This edition supersedes all previous versions of the Golf Course Operations Manual for the county of Los Angeles golf course system.

"Parks Make Life Better!"

STATEMENT OF GOALS

The Department of Parks and Recreation has set forth goals intended to optimize the quality of service, facility maintenance and improvements at all County golf courses. These goals pertain to all operations within our golf system and provide direction for golf related efforts and resources. Our specific departmental goals are to:

1. Provide supervised golf recreation activity under the best and most favorable circumstances to the greatest number of people at a reasonable cost.
2. Provide the best possible playing conditions and support services to the public at all County golf courses.
3. Develop and maintain golf facilities designed to meet the specialized needs of the golfing public and provide continuous improvements at County golf courses.
4. Strive to guarantee the fulfillment of required obligations, and to enhance the County golf system image in the eyes of the golfing public.
5. Develop and maintain a beautification program for all County golf courses.
6. Provide a safe playing and work environment throughout each facility.
7. Provide necessary expertise, knowledge and supervision in the design, renovation and construction of existing and new golf courses.
8. Require the highest possible level of performance in golf course maintenance and operation, including ancillary services in food and beverage, and the golf professional shop.
9. Participate and cooperate with all local agencies, clubs, and organizations to promote, stimulate and develop the interest and appreciation of the game of golf.
10. Participate in professional organizations and workshops, and review literature and journals to ascertain the applicability of new and innovative programs in operations and maintenance for implementation in the County golf system.

"Parks Make Life Better!"

TABLE OF CONTENTS

TABLE OF CONTENTS

Preface.....	
Purpose.....	
Statement of Goals.....	

CHAPTER I – RULES AND REGULATIONS

	PAGE
A. General.....	1
B. Dress Code.....	2
C. Golf Play.....	2
D. Golf Carts and Handcarts.....	4
1. Specifications.....	4
2. Maintenance Requirements.....	5
3. Operation.....	5
E. Starting Times.....	7
1. Reservations.....	7
2. Call Sheet.....	8
3. Fivesome Golf Play.....	9
F. Closing Golf Course.....	10
G. Green Fees.....	11
1. Regular.....	11
2. Senior Citizens.....	12
3. Juniors.....	15
4. Complimentary Play.....	15
5. Refunds / Rain Checks.....	16
H. School Team Play.....	17
I. Tournaments.....	19
1. General Information.....	19
2. Request Procedure.....	22
3. Tournament Categories.....	24
J. Men's, Women's and Senior Golf clubs.....	29

CHAPTER II – CAPITAL IMPROVEMENT PROGRAM

A. General.....	32
B. Project Origination and Concept.....	32
C. Plans and Specifications.....	32
D. Solicitation of Bids or Proposals.....	34
E. Advance Payment to Management.....	35
F. Project Approval.....	36
G. Project Implementation.....	37
H. Final Payment.....	37
I. Emergency Projects.....	38

CHAPTER III – STAFF AND EMPLOYEE RESPONSIBILITIES

A.	Golf Course Management.....	39
	1. General.....	39
B.	Golf Professional.....	41
	1. General.....	41
C.	Golf Starter.....	42
	1. General.....	42
	2. Basic Responsibilities.....	42
	3. Specific Duties – Opening Starter.....	43
	4. Specific Duties – Closing Starter.....	44
D.	Pro Shop and Food and Beverage Operation.....	46
	1. General.....	46
E.	Marshalling.....	46

CHAPTER IV – SAFETY AND EMERGENCY PROCEDURES

A.	Safety Procedures.....	48
	1. General.....	48
B.	Accident Procedures.....	49
C.	Emergencies.....	50
	1. General.....	50
	2. Emergency Procedures.....	50
D.	Liability and Claims.....	51
	1. Liability.....	51
	2. Claims.....	51

CHAPTER V – ACCOUNTING

A.	General Information.....	52
B.	Procedures and Regulations.....	52
	1. Cash Security.....	52
	2. Cash Register Repair.....	52
C.	Auditing.....	53
	1. General.....	53
	2. Audit Procedures.....	54

CHAPTER VI – MISCELLANEOUS PROCEDURES

A.	Telephones.....	56
B.	Public Relations.....	56

CHAPTER VII – ACCESSIBILITY

A.	ADA, Title II Compliance.....	58
1.	Policy of Non-Discrimination on the Basis of Disability	58
2.	Public Notice of ADA Information Request.....	58
B.	County Informal Complaint Procedure.....	58
1.	Purpose and Responsibilities.....	58
2.	Filing and Investigation Process.....	59
3.	Implementation of, and Appeal to Corrective Action	59
C.	Public Request for Reasonable Accommodations.....	59

APPENDIX

Table of Contents

EXHIBITS

A	Description of County of Los Angeles Golf Courses
B	Exclusive Use Tournaments and Cart Fee Schedule
C	Golf Course Fee Schedule – Regulation 18-hole with GCIF
D	Golf Course Fee Schedule – Regulation 18-hole without GCIF
E	Golf Course Fee Schedule – Executive 18-hole with GCIF
F	Golf Course Fee Schedule – Par 3 18-hole with GCIF
G	Golf Course Fee Schedule – Regulation 9-hole with GCIF
H	Golf Course Fee Schedule – Par 3 9-hole with GCIF
I	Holiday Schedule
J	Golf Course Etiquette
K	Motorized Golf Cart Operations
L	Tips for Speeding up Play
M	Procedures for Completing and Issuing Golf Cart Rental Agreements
N	CIP Project Form
O	Sample County Forms

CHAPTER I
RULES AND REGULATIONS

CHAPTER I
RULES AND REGULATIONS

A. GENERAL

1. The Director of the County of Los Angeles Department of Parks and Recreation, through the Department's office of Golf Operations, is responsible for the administration and enforcement of this Golf Operations Manual. A complete list of County golf courses is provided in Exhibit A.
2. The following activities are prohibited on County golf course grounds and facilities, except as otherwise may be sanctioned by the Director of Parks and Recreation, or his authorized representative.
 - a. Storage of private or personal property, vehicles or items and equipment not related to the operation of the facility.
 - b. Solicitation of any kind.
 - c. Circulation or posting of handbills, petitions, advertising matter, promotional material, and literature.
 - d. Selling of good, wares, or merchandise.
 - e. Carrying or discharging any firearms, air gun, slingshot, or fireworks of any kind.
 - f. Use of the golf course for any purpose other than to play golf in the appropriate manner.
3. With the exception of the service yard area, discarding or storing trash, debris and tree cuttings anywhere on the golf course is prohibited.
4. It shall be unlawful for any person to loiter on the premises of any County golf course, and unauthorized persons are not permitted.
5. Domesticated pets or other animals shall not be brought on the golf course under any circumstances. However, a service animal may be allowed into the premises on the basis of public accommodation for the specific disability of the owner whom will be responsible for the animal supervision of safe behavior to others or cleaning and damage repairs to the facility.

6. Picnicking, fishing, or other recreational activity, other than golf, is prohibited.
7. Overnight or day camping is not allowed on any part of the golf course.
8. All motor vehicles must be parked in designated parking areas only, and overnight parking is not allowed.
9. Reserved parking within the golf course parking area may be provided for appropriate golf course staff subject to the Director's approval.
10. If necessary, County Safety Police and/or local law enforcement agencies may be called upon for assistance in enforcing these regulations.

B. DRESS CODE

1. Shirts must be worn on the golf course at all times.
2. Shoes worn on the golf course must be appropriate for golf.

C. GOLF PLAY

1. United States Golf Association (U.S.G.A.) Rules of Golf, and posted local rules will govern play at all times.
2. No play is allowed on any golf course that has been closed for any reason by golf course management.
3. Golfers under the age of fourteen (14) may play on County golf courses only when accompanied by an adult, unless they have demonstrated appropriate knowledge of golf course etiquette and play.
4. All players must be registered with the starter before playing any part of the golf course. All players and spectators must have a current cash register receipt in their possession during play reflecting payment of the prevailing green fee. Failure to produce this receipt upon request by County personnel, or other authorized management staff, may be cause for removal from the course.
5. Practicing on the golf course at any time is prohibited. Players must use the driving range, practice green, and other designated facilities for practice.

6. When sufficient players are registered, foursomes, and where applicable fivesomes, will be scheduled in each playing group on number 1 and/or 10 tee. A fifth player may be assigned to a reserved foursome starting time only with the consent of all five players.
7. Unless prior permission is given by golf course management, golfers will tee off only between the appropriate tee markers.
8. Holes must be played in sequence, and a golfer in the wrong fairway must give way to players playing that hole.
9. Each player must have his or her own set of clubs in a separate bag.
10. It is the responsibility of each player to replace divots, rake and smooth traps, and repair ball marks or other damage to the greens caused by the actions of the player. Rakes should be returned within sand traps.
11. Players must play without delay, and groups must keep their place on the course or allow faster players to play through.
12. The Department of Parks and Recreation reserves the right to cancel playing privileges for individuals or organizations using County golf course facilities if at any time conditions justify such action.
13. Golfers may be denied playing privileges, or they may be removed from the golf course for:
 - a. Submitting false information for the purpose of securing golfing privileges. Seniors must show valid identification and proof of age to receive the discount rate.
 - b. Playing golf without paying the established green fees, or failing to register with the Starter.
 - c. Exhibiting an inability to play golf properly, or to maintain their position on the course with respect to other players.
14. Golfers may be removed from the golf course for behavior that creates a nuisance for other golfers, or for behavior that is hazardous or potentially hazardous to them or other golfers.
 - a. Nuisance Behavior
 - (1) Nuisance behavior includes, but is not limited to: being intoxicated, theft, behaving in a disorderly manner, conducting oneself in a way that is detrimental to normal and

orderly golf course operations, and using abusive or profane language.

- (2) If a golfer's behavior falls into one of the categories noted above, and the golfer does not change that behavior when requested by the golf course personnel, the golfer is subject to removal from the golf course. Following a prompt investigation of such incidents by Department, the person involved may be subject to a minimum, six-month suspension from all County golf courses. The said individual will be notified in writing, with a copy of the notification being filed with the Golf Operations office.

All such incidents will be reported to the Golf Operations office.

b. Hazardous Behavior

- (1) Hazardous behavior is any action that threatens the safety of anyone on the golf course, including the person committing the action. These actions include, but are not limited to, bringing weapons onto the golf course, physical or verbal assaults, and inappropriate use of golf equipment thereby creating a danger for others on the course.
- (2) All instances of hazardous behavior will result in ejection from the golf course and official notification to the Golf Operations office. Following a prompt investigation of such incidents by Department, the person involved will be subject to a minimum, six-month suspension from all County golf courses. The said individual will be notified in writing, with a copy of the notification being filed with the Golf Operations office.

All such incidents will be reported to the Golf Operations office.

D. GOLF CARTS AND HAND CARTS

1. Specifications

- a. Golf carts shall be four-wheel vehicles, preferably with roofs, built by an established manufacturer to include safety features acceptable to County, and to other regulatory agencies having jurisdiction over public safety.

- b. Golf carts shall have a maximum capacity for two persons and two sets of golf clubs.
- c. Golf cart brake and steering systems operation must be smooth and positive. The braking system must include a reliable hill holding device. For steering, a circular-type wheel is preferred over tiller-type steering controls.
- d. Electric golf carts shall be capable of completing at least two 18-hole rounds of golf per charge.

2. Maintenance Requirements

- a. Golf carts must be maintained as required by the Department to provide safe and reliable operation.
- b. Golf cart exteriors and interiors shall be kept clean at all times. They shall be inspected daily, and any unit that is considered unsafe or is in need of maintenance shall not be used until necessary repairs have been made.
- c. Golf carts shall be refurbished or replaced as deemed necessary by the Department.
- d. Whether purchased or leased, golf carts should be replaced on a rotation system at no less a frequency than five years from the date of acquisition, or as otherwise determined by the Director.

3. Operation

- a. With the exception of Shotgun and Exclusive use tournaments, the rental of golf carts is optional. No powered vehicle other than golf carts (except as required for maintenance purposes), electric hand carts and/or pull carts shall be permitted on the golf course without the express permission of the golf course management.
- b. The use of golf carts shall be restricted to such times and areas as authorized by golf course management.
- c. Golf course management may restrict or prohibit the use of any type of golf cart when in their judgment such use would be detrimental to the condition of the golf course.
- d. The use of any cart that is considered unsafe or is in need of extraordinary maintenance is prohibited.

- e. It is the responsibility of the golf course management staff to ensure that patrons are informed of the rules and regulations governing the use and operation of golf carts, electric hand carts, and pull carts. Permanent written instructions should be attached to all golf carts.
- f. Golf carts and handcarts must be operated in accordance with manufacturer's recommendations and in a manner designed to protect the golf course, maintain pace of play, and ensure the safety of all players.
- g. No more than two riders and two bags are permitted on a golf cart.
- h. Except for golfers with disabilities, golf carts must be driven on cart paths except where otherwise authorized. Posted signs for control of carts must be observed.
- i. Except for golfers with disabilities, golf carts must be kept at least 30 feet away from greens and tees, and at least 10 feet away from sand traps when not on a paved cart path.
- j. Except for golfers with disabilities, hand carts must not be taken over aprons, greens, tees, sand traps, or areas between the green and traps surrounding the green.
- k. When play has reached the green, handcarts must be left at least 30 feet from the side of the green closest to the next tee. Note exception in (j) above.
- l. Carts of any kind should not be driven or pulled through wet or muddy areas.
- m. It is the responsibility of every player to be familiar with, and to comply with rules and regulations covering the use and operation of golf carts. Failure to observe such rules and regulations could result in denial of golf cart use and/or playing privileges.
- n. No advertising material may be attached or affixed to golf carts without express written authorization by the Director.
- o. A sequentially numbered receipt shall be issued for every golf cart used in play.

E. STARTING TIMES

1. Reservations

- a. Starting time reservation requests for daily play will be accepted at the golf course Starter's office up to one week in advance of the playing date desired. Reservations may be taken and recorded by hand on a traditional Starter's Sheet of paper, or electronically stored on a computer which shall print a sheet for use on the day of play.

Requests may be made, in person or by phone, from 5:00 a.m. to sundown on Saturdays and Sundays and 6:00 a.m. to sundown on weekdays. The golf course starter's office will open at 5:00 a.m. seven days prior to a holiday to accept reservations for that holiday.

- b. When golfers are lined up to make reservations, two requests will be taken from the line and one from the phone. This procedure will continue until the line is depleted. Thereafter reservations may be made in person or by phone on a first-come, first served basis, until all reservations for the playing date are issued. A sign setting forth this reservation procedure will be conspicuously displayed in the starter's office.
- c. Reservations for nine (9) or eighteen (18) hole play will be made for one or more players. Openings in a group will be filled from the "Call Sheet" on the day of play.
- d. Only one reserved time per person is allowed, and that person must be a member of the group for which the reservation is made.
- e. Players requesting reservations on a 9-hole course will be asked if the request is for nine or eighteen holes. If for nine holes only, the Starter will note that fact in the margin of the Starter Sheet, and if the request is for eighteen holes, the Starter will issue two reservations approximately two and one half hours apart.
- f. Reservations are not transferable prior to or on the day of play. If a reservation is canceled, the Starter will offer the time to the next applicant, or if the time is open on the day of play it will be filled with names from the Call Sheet in the order listed.

Revised E. 1. c. 10/6/2014

- g. Permanent starting times will not be assigned. A specific exception is that golf course management may have two times on Saturday, Sunday and Holidays. No such reserved times are permitted on non-Holiday weekdays.
- h. If for any reason the golf course is closed the entire day, all golf play reservations for that day will be canceled.
- i. If the course is closed temporarily, the reservations due at the time of actual opening will be honored first, with others following in the order listed. Players whose reservations are canceled must inform the starter if they wish to be listed on the Call Sheet. The Starter will make every effort to get those players on the golf course as soon as possible. These efforts may include use of the back nine and starting players on holes # 2, 3 and 4.

Before they pay their green fees, those players being sent to holes #2, 3 and 4 will be informed that they may play only from their starting tee through hole #18. Players starting on #10 tee will be restricted to the back nine only; however they may register on the Call Sheet for further play after completion of the back nine.

- j. Golf course management may, at its option, implement a program that requires the registration of an individual's telephone number or another item of identification for making a tee time reservation. Any such management tool shall follow the general precepts set forth in this manual, and shall have the prior approval of the Golf Operations office.

2. Call Sheet

- a. Golfers who do not have a reserved starting time, or who are not eligible to reserve a time, must register with the Starter on the daily waiting list (Call Sheet) prior to play and may register as a single or in groups of two or more.
- b. Vacancies, cancellations, and open or unreserved starting times will be filled only from the Call Sheet on a first-come, first-served basis with priority determined by the time of registration with the Starter regardless of their status as a player paying full-fees, discounted fees, or complimentary play.

Those who have registered as a group will be called for play as openings become available for the number of players in the group.

- j. Optional; Credit Card Guarantee - Operators may begin to capture credit card information beginning Friday January 1, 2010; Program is restricted to Friday, Saturday, Sunday and Holiday reservations only; A \$10.00 no-show penalty fee (per player) for any complete "No Show" reservation that does not cancel a scheduled tee-time by close of business the day prior; "Short Shows" (less than the number of players booked on reservation) will not be charged the penalty fee; No customer shall be denied access to a reservation in the event he/she does not possess a credit card. Methods of reserving a tee-time for non credit card carrying customers include, but are not limited to, the securing of a driver's license number or a telephone number; Customer service shall not be compromised. Operators must commit to proper staffing levels to offset the additional time required to capture credit card data; The percentage of the fee payable as rent to the County shall be fifty percent (50%), with said rent being allocated to assist in funding the County's Junior Golf Program; and Credit Card information shall be secured electronically (computer). The manual securing (tee sheets, log books, clipboards etc...) of such information is not permitted.

Should you choose to participate in this program please ensure that your accounting office includes a line item on the monthly rent statement noting Department account code "62", the No Show Fee description along with Contract Percentage (50%), Gross Receipts and Rental Amount.

- c. When sufficient players are available from the Starter Sheet and/or the Call Sheet, the Starter will send only groups of four or where applicable five, to the starting tee. If fewer than four players are available, the Starter may send out groups of two or three.

A single player may be sent out alone only if no other golfers are available and if it appears they will not be available within a reasonable time.
- d. As players on the Call Sheet are sent to the first or tenth tee (back nine only) their names will be scratched from the sheet.
- e. The Starter on duty is responsible for assigning foursomes or fivesomes, and for scheduling and starting all players in accordance with Reservations/Call Sheet rules and regulations. Starters shall not solicit, or accept tips or gratuities.
- f. Golfers are not permitted to buy, sell, or transfer starting times or Call Sheet positions. Starters may deny playing privileges to those golfers who do so. Only those golfers who are properly registered, and who are called by the Starter, will be allowed to start play.
- g. The Golf Course Starter may switch or interchange starting times if in that person's judgment, such change would prevent delays, eliminate confusion, correct a problem, or be of general benefit to the players involved and others, and is consistent with the objectives of this manual.
- h. The Starter will call players to the tee by name or by starting time number marked on their cash register green fees receipt. After calling the group due on the tee, the following two (2) groups will be given a similar advisory call. Unless otherwise prohibited, the public address system should be clearly audible at the driving range tee line, the coffee shop, and any practice areas. For golfers who are hearing impaired, upon 72 hours request notice, the Starter shall provide individual pagers with vibrating mode to announce their call to play.

3. Fivesome Golf Play

Fivesome golf play may be permitted on County courses with written approval from the Director. Those golf courses that have been granted approval may permit fivesome play under the following conditions:

- a. Reservations may be made for either foursome or fivesome play. If fivesomes are allowed at the golf course, it should be uniformly applied to all players.
- b. A fifth player may be assigned to a reserved foursome starting time only with the consent of all five players. A sign explaining this policy will be prominently displayed in the Starter's window or on the countertop where it can be easily seen by golfers.
- c. Reserved starting times may be supplemented from the waiting list if all players have not checked in 10 minutes prior to their starting time.
- d. Unreserved times may be filled at the discretion of the Starter with up to five players from the waiting list.
- e. Rental of golf carts is strictly voluntary. Single rider carts, adapted to golfers with physical disabilities are available, upon 72 hours request notice. In the event golf carts are rented, the single golfer shall pay only a reduced "single rider fee".

F. CLOSING THE GOLF COURSE

- 1. Golf course management is responsible for decisions concerning temporary, or all day closure of any County golf course. In making such decisions, due consideration will be given to the welfare of the golfer, the possibility of excessive turf damage, and to potential revenue losses.
- 2. Before a final decision is made to close the golf course because of frost, frozen greens, heavy rains, or other unusual conditions, golf course management will make a thorough inspection of the playing area. If it is determined that use of the playing area will cause excessive or permanent damage which cannot be readily repaired, the golf course will be closed temporarily or all day as the circumstances dictate.

The Department's Golf Operations office will be notified immediately of any decision to close the course.

- 3. The golf course management will notify the Starter on duty to delay opening, or to close the course temporarily or all day. If possible, this notification should be made prior to Starters opening time. The Starter will immediately notify the golfing public, and post a sign stating that the golf course is closed.

4. If the golf course has been closed temporarily, golf course management shall remain on site until the course is opened, or until final determination has been made that it will remain closed all day.
5. If the golf course is kept open during or after a rain or other inclement weather, golf course management will advise the Starter as to whether or not golf carts and/or handcarts are to be permitted on the golf course. If conditions warrant, the Local Rules involving "preferred lies" and winter rules" may be in effect.

G. GREEN FEES

1. Regular

- a. Patrons using County golf courses will be charged the established green fees in compliance with the green fees schedule approved by the County of Los Angeles Board of Supervisors. Individuals, who serve as non-playing assistants to golfers with disabilities, shall not pay the green fees.
- b. Since green fees are subject to change, each County golf course will post and maintain a listing of fees currently in effect (Exhibits C, D, E, F, G, and H).
- c. Holiday green fees will be in effect at all golf courses on New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Refer to "Exhibit I" for the complete listing.

When a Holiday falls on a Saturday, it shall be observed on the preceding Friday, and Holiday rates will apply. When a Holiday falls on a Sunday, it shall be observed on the following Monday, and holiday rates will apply.

A list of Holiday dates for County fiscal year will be supplied to the golf course management by the Golf Operations office.

- d. A full nine (9) or eighteen (18) hole green fee must be paid by all golfers even though a full round is not contemplated or completed.
- e. In addition to nine (9) or eighteen (18) hole green fees, the County of Los Angeles charges various other fees for tournaments which may include minimums for food and beverage, and pro shop consideration. These fees are to pay for the privilege of conducting

a tournament and to compensate the golf course management in the pro shop and food and beverage operations.

2. Senior Citizens

- a. Senior Citizens, 65 years of age or older, may purchase an annual golf identification card which, when presented at the Starter's window at any Los Angeles County Golf Course, shall entitle the owner to reduced green fees as approved by the Board of Supervisors. Please refer to the sample Senior Citizen Golf Identification Cards in Exhibit P.
- b. Any person presenting valid proof of age (birth certificate, valid Drivers License, Medicare card) and a current 1¼ x 1¼ inch photograph, may apply for an Annual Senior Citizen Identification Card from the Starter at any County golf course.
- c. In processing an application for a new annual identification card or renewal, the Starter will:
 - (1) Verify the identification and age of applicant, each and every time.
 - (2) Collect the annual fee, ring up the amount on the appropriate cash register key, and record the cash register receipt number and enter the purchaser's name on the lower half of the Identification card in the designated space.
 - (3) Fill out information required on the new card; attach and/or reattach the applicant's photograph and an Annual sticker with the expiration date (one year from date of purchase).
 - (4) Sign and issue the identification card to the applicant. Enter applicant's name, the amount paid, and the serial number of the Annual Sticker on the Daily Starter Sheet or log for record keeping purposes.
- d. Lifetime identification cards were previously issued to Senior Citizens after paying a one-time-only fee. The Department no longer issues lifetime cards. However, if a previously issued card is lost, stolen or otherwise not available, a replacement lifetime card may be issued upon payment of the current yearly fee. A record of the lifetime identification card holder is kept by the Golf Operations office for use in verifying eligibility of anyone requesting a replacement.

- e. Any person requesting replacement of a lifetime identification card must send a letter, stating the applicant's name, address, telephone number and reason for replacement to the Golf Operations office. Upon receipt of this letter, the Department will verify eligibility and send applicant a letter of instruction along with a new lifetime identification card. Applicant will be instructed to take the letter and the new card to the Starter window at any Los Angeles County Golf Course for further processing.
- f. The Golf Operations office is responsible for control and disbursement of lifetime identification cards. Starters are responsible for issuing them, and must account for all sales on the Daily Starter Sheet and on the bi-monthly recapitulation sheet.
- g. As part of the processing of a replacement Lifetime identification card the Starter shall:
 - (1) Verify the identity of the applicant, collect the appropriate fee, fill out information required on the replacement card, and attach the applicant's photograph.
 - (2) Issue replacement card to the applicant and enter the card number on the Daily Starter Sheet.
- h. The Senior Citizen Identification Card annual fee does not include green fees. Green fees must be paid whenever the senior citizen plays. The card is nontransferable and may be used only by the person to whom it is issued. Fraudulent use is cause for recall and revocation of the senior golf discount privileges. Any revoked identification card will be promptly forwarded to the Golf Operations office with an explanation attached.
- i. No refunds will be made for Senior Citizen Identification Card annual fees, and the card will not be replaced if it is lost, stolen, or destroyed. Under these circumstances, in order to play under the reduced fee provisions, the cardholder must purchase a new identification card. If a card merely becomes shabby or worn, but is still legible, the Starter may issue a new card with the same expiration date at no cost. In this case, the old Identification Card is attached to the Starter Sheet and issuance of the new card will be noted thereon.
- j. Senior Citizen Identification Cards are valid only for non-Holiday, weekday play (Monday through Friday). Persons using the card will be permitted to make and play on a reservation basis prior to 7:00 a.m. or 9:00 a.m. and after.

Senior Citizens must pay regular fees on weekends and Holidays and are considered regular players or full-fee paying players, and have the same obligations, rights and privileges as any other player.

- k. Senior Citizens using their identification card between 7:00 a.m. and 8:59 a.m. on weekdays, exclusive of Holidays, will be registered on the Call Sheet, and be subject to Call Sheet Policies.

A full-fee paying player cannot reserve a starting time for a senior citizen in his party at senior citizen rates when making reservations for a starting time between 7:00 a.m. and 8:59 a.m. The senior citizen must pay the full fee unless the reservation is for before 7:00 a.m. or 9:00 a.m. and after.

- l. The identification card will entitle the senior citizen to play only one continuous eighteen (18) hole round, or less, per each eligible day at one golf course.
- m. Senior Citizen Identification Card holders playing in a tournament either as a member of a scheduled tournament group or under a tournament permit, will pay the prevailing green fees, except for senior citizen club tournaments or women's club tournaments on their home course.
- n. Senior Citizen golfers paying reduced green fees must present their original identification card to the Starter. No facsimile of the card will be accepted. No verbal reciting of the card number is acceptable.
- o. Upon receiving proper payment of fees the Starter will:
 - (1) Ring the fee on the appropriate cash register keys for senior citizen eighteen (18) holes, or nine (9) holes on a 18-hole course; use the nine (9) hole key for the first round at 9-hole courses, and the "repeat" key for the second nine (9) holes.
 - (2) Record the player's name and identification number in the name column on the Starter Sheet.
 - (3) Record the cash register green fees receipt number in the receipt column and the code initial "S" in the fee column. On replays, record the code initial "R" in the fee column.

Revised G. 2. j.k. 6/10/2009

- p. Senior Citizen Identification Card stickers are pre-numbered. The name, date, and serial number of all Senior stickers sold will be logged on the Starter Sheet.

3. **Juniors**

- a. The Department of Parks and Recreation provides reduced rate playing privileges at County golf courses for any Junior golfer with proper identification. A person shall be considered a "Junior" golfer until one's 19th birthday, or until September 1 of the year of one's high school graduation, whichever occurs first.
- b. Junior Golfers may play nine (9) or eighteen (18) holes of golf, off the Daily Call Sheet at the prevailing junior rate, regardless of day of week or time.
- c. Juniors may make a reservation and play at prevailing junior rates, prior to 7:00 a.m. (Weekdays, Non-Holidays only) and beginning at 10:00 a.m. or later, on any day of the week, including weekends and Holidays.
- d. Upon receiving a junior reduced green fees payment, the Starter shall:
 - (1) Ring the fee on the "junior" cash register key.
 - (2) Record the junior's name and cash register receipt number on the Starter Sheet, and give the receipt to the junior.
 - (3) At 9-hole golf courses, ring up "junior replay" for the junior's second round, and give the cash register receipt to the junior.

4. **Complimentary Play**

When granting complimentary golf, the Starter will record the player's name and complimentary play card number on the Starter Sheet. A cash register receipt must be given to the player.

a. **Designated County Parks and Recreation Employees**

County employees who are entitled to complimentary play must present a complimentary play/cart card. Their cards are valid for one round of golf, without guest; and a cart, regardless of whether there is more than one rider. This card is issued by the Director of Parks and Recreation.

Revised G. 3. c. 10/6/2014

b. Lessee Complimentary Play

Each golf course is permitted to schedule up to 150 complimentary rounds per month for use by any of its management staff or guests. Rounds from County card categories are not required to be counted as part of the 150 complimentary play monthly allotments. When submitting bi-monthly golf play reports, the Complimentary Play category must be separated from the all other categories.

c. Amateur Golf Associations - Golf Course Rating Purposes

Members of the golf course Rating Committees from the Public Links Golf Association of Southern California (Public Links), the Women's Public Links Golf Association of Southern California (Women's Public Links), and Southern California Golf Association (SCGA) are eligible for complimentary play and carts, not to exceed two starting times, when rating County golf courses.

5. Refunds/Rain Checks

- a. The golf course management shall reserve the right to eject any player, for cause, without refunding green fees.
- b. Score cards and cash register receipts will carry the statement "No Refunds". If the golf course is open during rain or inclement weather, the Starter will prominently display a sign reading "No Rain Checks". If the course is closed, the Starter will display a "Golf Course Closed" sign.
- c. There are no refunds or fee adjustments at any County golf course after play has begun.
- d. If it is raining or a player has an emergency prior to the start of play, the Starter may return any fees paid. Please note exception in Section I, Tournaments, subsection "k." on Refunds.

A player receiving a refund under the policies of this manual must surrender their cash register receipt to the Starter on the same day the green fees were collected. The Starter will void the receipt and have the player sign it to indicate receipt of the refund. The Starter will then write the reason for the refund on the cash register receipt and attach it to the Starter Sheet. This information will be retained as with all other daily transactions.

H. SCHOOL TEAM PLAY

1. The Department of Parks and Recreation will permit junior college, college, and university (collectively: "college") golf teams, and high school golf teams to play practice rounds and schedule league matches on County golf courses in accordance with specified rules and regulations for school team play.
2. A letter applying for school team play, for the upcoming year, must be submitted to the golf course management between September 15 and November 1. Applications will not be accepted prior to September 15, and those applications received during the specified period will be processed in the order received.
3. In processing an application for school team play, the golf course management will:
 - a. Make every effort to comply with the school's request.
 - b. Designate the days and times for the school practice and team play, including league and/or match play.
 - c. Issue a letter of confirmation confirming the use of the golf course.
 - d. Prior to January 2, of each year, meet with the golf coach or other designated faculty representatives of requesting schools to make necessary arrangements, discuss procedures, rules and regulations, and to schedule the school team play and practice.
4. Each school authorized for team play must submit a team roster and schedule for practice and league play to the golf course management at least two weeks prior to the opening of the season.
5. School golf teams will not be allowed on the golf course unless accompanied at all times by a golf coach or other designated faculty representative. Teams will be classified as a group. The assigned coach or faculty member will represent them and shall be held accountable for their conduct.
6. Each school may be permitted to play at junior rates, year round.
7. Team members may play only one 9-hole round, or as may be arranged an 18-hole round on the assigned day or days.

8. Team practice and/or league play will be permitted only on those weekdays (excluding Holidays) assigned by the golf course management. School golf teams generally should report to the golf courses between the hours of 2:00 - 3:00 p.m. on the days scheduled for play. The golf course management must approve any changes or exceptions.
9. Each participating school is allowed four foursomes, and a coach or assistant coach or faculty member per foursome, for practice matches and for scheduled league matches. Only one match may be scheduled on any one day.
10. For school team practice rounds and team league play, the head coach will pay the junior fee for each participating team member.
11. When a school with a permit uses a particular County golf course to play a visiting school team that does not have such a permit, the permit-holding school will pay junior green fees for the visiting school players. If both schools have a permit each will pay its own green fees.
12. The head coach, assistant, or designated faculty member will pay the prevailing junior green fees when playing golf while supervising school team activity. Regular green fees will be paid for play at any other time.
13. Golf course management shall verify that all golf team members have valid school identification cards/documents from their respective schools.
14. Individual members of college golf teams may be permitted to play practice rounds at their assigned golf course at times that best fit their varied college class schedule. Reservations can be made for practice rounds. Team members will present their identification to the Starter.
15. College golf team matches may be scheduled to begin at 1:00 p.m. only on weekdays (excluding Holidays).
16. College golf team members will pay the junior green fees for practice rounds and for league play. The team coach or designated faculty representative will pay the prevailing junior fee for play during team play.
 - a. School golf team members, coaches, and faculty representatives will be expected to observe and adhere to the rules of conduct, dress code, and golf play prescribed by the County of Los Angeles.
 - b. The Department of Parks and Recreation and golf course management reserve the right to cancel a playing privilege if circumstances justify such action.

I. TOURNAMENTS

1. General Information

- a. Any golf club, company, golf association, or other recognized organization may request authorization to hold a golf tournament at any County golf course. Beginning on January 1, all County golf courses will accept tournament requests for the following calendar year. Only one tournament per calendar month per course will be allowed for any one organization. Tournaments or events open to the general public or requiring solicitation of entries will not be authorized.
- b. All tournaments must have a Tournament Agreement requiring multiple reserved starting times with a minimum of 16 players.
- c. County golf courses may have one (1) tournament daily, however, more than one (1) tournament may be held on the same day providing the combined number of players in the tournaments does not exceed 96.
- d. Fees and charges are subject to change without prior written notice. Tournament fees will be based on fees and charges in effect on the date of the tournament. All fees and charges in effect on the date of tournament must be paid and received prior to the commencement of the tournament.
- e. Junior and Senior Citizen identification cards will not be honored for participants in tournament play. However, Senior Citizen identification cards and rates shall be honored during Senior Citizen Club and Women's Club tournaments on home courses.
- f. Tournament starting times will begin after 10:00 a.m. daily. The following organizations are exempt from the tournament time restriction, tournament registration fees and may request tournament dates prior to the January 1 for the following calendar year. Please see page 19a for additional starting time rules.
 - Men's Club (Home Course)
 - Women's Club (Home Course)
 - Senior Citizens Club (Home Course)
 - Los Angeles County Women's Golf Association
 - Public Links Golf Association of Southern California
 - Women's Public Links Golf Association of Southern California

f. Tournament starting times will begin after 10:00 a.m. daily. However, tournaments may begin prior to 10:00 a.m. any day of the week provided the golf course lessee requests such and the following guidelines are followed;

- That only the lessees, not tournament groups, have standing to make such requests.
- That the County Golf Operations possess sole discretion to grant or deny them based upon the balancing of two complementary values: General public access and sound business practice;
- That the requests be made and considered on a case-by-case basis; and
- That such request is considered an exception to the general rule.

- Southern California Golf Association
- RELAC (Retired Employees Los Angeles County)
- Los Angeles County Golf Club (LACGC)
- Department sponsored or co-sponsored events

g. Organizations that directly promote, enhance, and/or lend support to, Department of Parks and Recreation services, programs, and facilities will be eligible for the following privileges, subject to approval by the Director.

- (1) Exemption from the established tournament starting time policy of 10:00 a.m. for non-Holiday, weekday tournaments.
- (2) Tournament requests may be submitted prior to January 1 for consideration for the following calendar year schedule.

Qualifying organizations are limited to one tournament per month at any County golf course. All applicable green fees, including tournament registration fees, shall apply. Tournament participants will not be eligible to apply their senior citizen green fees discount.

h. Individual starting time reservation requests will not be accepted for starting times that fall within a scheduled tournament period. However, except for Exclusive Use Tournaments, golf course management shall reserve the right to fill any unfilled or late foursomes with players from the Daily Call Sheet.

i. Unless otherwise authorized by the Golf Operations office, tournament playoffs, to settle a tie will be permitted only for Exclusive Use, Professional, Public Links Golf Association, Southern California Golf Association, Women's Public Links, Junior's, and County-recognized Men's, Women's, and Senior Golf Club Tournaments.

Participants in an authorized playoff will be registered on the Starter Sheet, shall not take precedence over reserved starting times, and each participant will receive and sign a complimentary pass which will be retained by the Starter. The Starter will note the reason for issue on each cash register receipt and attach it to the Starter Sheet for auditing purposes.

j. Tournament participants must observe all prevailing rules and regulations covering use of the golf course, personal conduct, dress code, and golf play as prescribed by the County.

- k. Refunds on tournament green fees will not be made except when the golf course is officially closed due to inclement weather or other adverse conditions.
 - (1) If a golf course is closed prior to, or during a tournament, green fees, and tournament fees for those participants who have not commenced play will be refunded in accordance with established County procedures.
 - (2) For a Non-Prepaid Tournament, refunds may be made directly to those participants who have paid their green fees but have not yet started to play.
 - (3) For Exclusive Use and Prepaid Use Tournaments, refunds for those participants who have not commenced play will be made to sponsoring organizations.
 - (4) The golf course management shall determine the number of refunds due, and notify the tournament sponsoring organization.
- l. Tournament sponsors are liable for any personal injury, property damages or repairs resulting from tournament play.
- m. The tournament sponsoring organization must agree that during use of Department of Parks and Recreation facilities, no person will be excluded from participation, denied any benefit, or otherwise be subjected to discrimination because of race, color, national origin, political affiliation, marital status, sex, age or disability.
- n. All scheduled tournaments will be posted on golf course bulletin boards for information to the general public at least two weeks in advance of the tournament dates.
- o. Each golf course must submit monthly tournament schedules to the Golf Operations office at least 30 days prior to the start of the month. These schedules must include all tournament dates, starting times, tournament group name, and number of players.
- p. The authorized Men's and Women's Clubs may conduct a regular club tournament on a single weekend day per calendar month or a weekly tournament, which must be held on weekdays, not including Holidays. The weekend and weekday options may not be combined in a given calendar month. Clubs will not be permitted to switch options during the calendar year.

Annual Club championships may exceed said limitation with the prior approval of the Golf Operations office. The Men's and Women's Clubs opting for monthly weekend tournaments must notify the golf course management by January 1, of the previous calendar year.

The Senior Club may conduct a tournament, on an every other week basis, which must be held on non-Holiday weekdays.

With the concurrence of the golf course management, the Senior Club may conduct its tournament on a weekly basis, which must be held on weekdays, not including Holidays. The Senior Clubs shall select their preferred option for tournament play, and so notify the golf course management by January 1, of the previous calendar year.

- q. Men's, Women's, and Senior clubs shall have the option of substituting an annual Shotgun Tournament for one of their regularly scheduled tournaments as provided in the Shotgun Tournament procedures in this manual.
- r. County golf courses may permit submission of requests and approval of tournament dates for Men's, Women's and Senior Club events, and the annual team matches and annual class championships for designated amateur Golf Associations.

2. Tournament Request Procedure

- a. Written tournament requests must be mailed to the golf course management at the desired tournament location. Each request must list the desired tournament date and an alternate date.

Requests must be postmarked no earlier than January 1, of each year for tournament dates in the following calendar year.

- b. Tournament requests will be processed in the order received; however, priorities will be given to: Men's, Women's, and Senior Clubs at each County golf course, and to: L.A. County Golf Club, Public Links, Women's Public Links, Los Angeles County Women's Golf Association, and SCGA for annual team matches and annual amateur class championships.
- c. Upon confirmation that the desired or alternate date request is available, golf course management will mail to the requesting organization a tournament form or contract with a letter advising the applicant to complete the necessary information and return it

p. Optional Quarterly Travel Program – Recognized Clubs Exercising the Weekend Option can submit for additional away play days as described below;

- Home course categorically excluded from program;
- Limited to four (4) optional opportunities per year – one (1) per quarter;
- Limited to a different course each quarter, i.e., cannot play same course more than once per year;
- No leasehold is required to accept more than six (6) such bookings per year;
- No leasehold is required to schedule more than one (1) such booking per month;
- Leaseholds restricted to scheduling one additional tournament 10:00 a.m. or later on such days or a combination of tournaments that add up to no more than 144 players, a “combination” that includes the “recognized’ club booking;
- To the greatest degree feasible, clubs will be encouraged to play as many courses in the County family as scheduling permits over the course of each 4-year span;
- Minimum of 20 players;
- Maximum of 60 players;
- 7:00 – 9:00 a.m.;
- Final player counts must be verified / finalized no later than eight (8) days prior to the event;
- Clubs are responsible for any unused tee times;
- Standard greens fee;
- May schedule in foursomes, but carts are then mandatory;
- Mandatory cart requirement waived if clubs agree to schedule in fivesomes;
- Program to be fully operational for 2011 to allow for priority scheduling; and
- Program to be partially operational in 2010 to the extent that space is available.

with a \$100 nonrefundable deposit within 15 days. This deposit will be applied to the tournament's total green fees. The original tournament request letter showing the date will be kept on file. If the golf course is unable to accommodate a request, a reply letter will be sent.

- d. If the necessary forms/contract and the required deposit are not returned within 15 days after receipt by the applicant, the golf course management will cancel the tournament request and the date requested may be given to the next priority applicant.
- e. If the required forms/contract are received within the 15 day response period, including the \$100 nonrefundable deposit, the tournament date and starting times requested will be held pending payment of the full amount of the fees due. Green fees in effect on the date of the tournament shall apply.

For Exclusive Use and Prepaid Use Tournaments, the full green fees, tournament fees, and all other amounts due must be received by the golf course management at least fifteen (15) days in advance of the actual tournament date. Reservations made, but not paid for 15 days prior to the tournament will be forfeited.

- f. For a Non-Prepaid Tournament, all participants will pay green fees and other applicable fees on the day of the tournament. However, required starting time reservations must be made at least 30 days prior to the tournament date. The sponsoring organization will be responsible for payment of green fees for all no-shows.
- g. If payment for an Exclusive-Use or Prepaid-Use Tournament is not received at least 15 days prior to the tournament date, the golf course management will immediately advise the applicant by phone that the tournament will be canceled, if payment is not received.

If the tournament is not held, the starting times involved will be offered to the general public in accordance with existing procedures. Information concerning the nonpayment and cancellation of the tournament will be noted on the tournament agreement.

- h. On receipt of the full tournament fee and all other fees within the item allocated, the golf course management will confirm its receipt of same, and one copy will be placed on file.

- i. Approved tournament starting times will be reserved, and times reserved will be blocked out on the Starter Sheet for the day of the tournament.

3. Tournament Categories

a. Prepaid-Use

A Prepaid Tournament allows the use of a golf course for those starting times reserved by the tournament sponsoring organization. A nonrefundable \$100 deposit is required at the time the tournament agreement is submitted to the golf course; however, the Men's, Women's and Senior Citizen Golf Clubs are exempt from the deposit when conducting a tournament at their "home" course.

The Los Angeles County Women's Golf Association, Public Links, Women's Public Links, SCGA, and the Department sponsored events are also exempt. In addition, tournament fees do not apply to the above listed organizations.

b. Non-Prepaid Use

A Non-Prepaid Tournament allows use of golf course for Department sponsored events, and designated amateur golf association purposes only.

c. Exclusive Use

This type of tournament allows exclusive use of golf course proper (except clubhouse, restaurant, and golf pro shop) for the entire day. The tournament sponsoring organization must provide Comprehensive General Liability and Property Damage insurance in the minimum amount of \$1,000,000 per occurrence, with the County and the management lessee named as additional insured.

Organizations must either obtain their own insurance or may utilize the County's Special Events Liability Insurance Program (SELIP).

All Exclusive Use Tournaments must be approved in writing by the Director of Parks and Recreation and are subject to the following requirements:

- (1) Must be held on Monday through Friday only (excluding Holidays).

- (2) Carts are mandatory for all participants.
 - (3) Pay a minimum amount towards food and beverage, and golf pro shop consideration. These amounts are not applicable to cart costs. Refer to Exhibit B for current minimum amounts.
- d. Shotgun Tournaments
- (1) Golf courses are allotted eight days a year, two per quarter, for scheduling Shotgun Tournaments. On those dates the courses may schedule one or two Shotgun Tournaments. These are the only dates during which such tournaments may be held.
 - (2) The Golf Operations office must approve schedule of Shotgun dates for each golf course's proposed tournaments. The schedules will be reviewed to prevent excessive concentration of tournaments on the same dates, with the priority given to those requests submitted earliest.
 - (3) Shotgun Tournaments are also subject to the following requirements and restrictions.
 - a) They may be held on non-Holiday weekdays and may precede or follow the Men's, Women's or Senior Citizen Golf Clubs annual shotgun on a weekend day of play.
 - b) Tournament groups must pay for a minimum of 128 players.
 - c) Use of golf carts by all golfers is mandatory.
 - (4) Unless the sponsoring organization agrees to begin its tournament at or before 7:00 a.m. or at 1:00 p.m., it will be required to prepay for all starting times that cannot be used prior to the tournament, since the general public will not be permitted on the course prior to the start of the Shotgun Tournament.

For example, a group which chooses to start at 8:00 a.m. on a day on which sunrise is at 6:45 a.m. would have to pay green fees for all the unused starting times in that hour and fifteen minute period, based on a rate of 8 foursomes per hour.

However, starting times after the tournament will be made available to the general public, and golf course management reserves the right to fill incomplete foursomes within the tournament group from the Daily Call Sheet.

- (5) Shotgun Tournaments are not considered Exclusive Use Tournaments and the playing privilege cannot be transferred to any other group.
- (6) Men's, Women's and Senior Citizen Golf Clubs are entitled to hold one Shotgun Tournament per year at their home course and shall be granted the following privileges:
 - a. A specific request for a Shotgun event must be submitted and approved by the golf course management, and the Golf Operations office.
 - b. Said clubs shall have no restrictions on the number of players in their event, and do not have to pay for a minimum of 128 players.
 - c. Payment of supplemental tournament registration fees will be waived for these clubs.
 - d. The tournament shall be considered as a substitute for, and not in addition to, the "regular" club tournament, provided it does not interfere with any pre-scheduled tournament.
 - e. Starting times prior to and after a scheduled afternoon tournament will be made available to the general public, and the Starter reserves the right to fill incomplete foursomes within the tournament group from the Daily Call Sheet.
- (7) Golf course management may, at its discretion, schedule a Shotgun Tournament allowing public solicitation, subject to the following restrictions:
 - a. To be allowed only to compliment an already scheduled Shotgun Tournament on that date.
 - b. Cart rental will not be mandatory.

c. All prevailing green fees will be recognized, including but not limited to: Junior fees and Senior Citizen Fees to those players with Senior Citizen Identification Cards.

(8) Any variations from the rules and guidelines in this section must be approved in writing from the Golf Operations office.

e. Group Play

Group Play must be approved by the golf course management and the Golf Operations office and is subject to following restrictions.

(1) Permitted Monday through Friday only, not including Holidays.

(2) Limited to 64 players or fewer.

(3) Must tee off at 7:00 a.m. or earlier with a back nine start so as not to interfere with regular 18-hole play.

(4) Must pay prevailing tournament, green fees, and other fees.

f. Junior Tournaments

Each County golf course is required to conduct an Annual Parks and Recreation cosponsored Junior Golf Tournament for boys and girls, ages 18 and under.

(1) Junior Tournaments are not Exclusive-Use Tournaments, and starting times before and after the tournament will be offered to the general public.

(2) A tournament entry fee may be established, not to include greens fees, in an amount to help defray the cost of awards, food and beverages, etc. All participating junior golfers will pay the established tournament entry fee.

(3) The golf course management will conduct the Junior Tournament in cooperation with the cosponsor. Results shall be posted on-site as well as submitted to the local newspapers.

(4) The golf course management shall submit a tournament financial statement to the Golf Operations office within 30 days following the event.

- (5) The Department of Parks and Recreation agrees that receipts from the entry fees or charges collected for Junior Golf Tournaments shall be excluded from consideration as gross receipts with regard to calculating rent due to the County.

g. Circle Ball Contest

- (1) Any recognized organization wishing to hold a Circle Ball Contest at a County golf course must submit a written request to the golf course management.
- (2) The golf course management may grant permission to conduct a Circle Ball Contest to a recognized charitable organization provided that all funds raised will be used for charitable purposes or youth endeavors.
 - a. Exception: A Circle Ball Contest is permissible for a tournament group if it is kept within the tournament organization and the general public is not solicited or allowed to participate.
- (3) Only one Circle Ball Contest per organization per year will be permitted, and each County golf course may hold only one such contest per month.
- (4) Organizations sponsoring a Circle Ball Contest will assume all responsibility and liability relative to such contests. The organization must provide Comprehensive General Liability and Property Damage insurance in the amount of \$1,000,000 per occurrence. Such insurance shall cover the group conducting the contest, the participants, and the County of Los Angeles and the management lessee shall be named as additional insured's. Organizations must either provide their own insurance or utilize the County's Special Events Liability Insurance Program (SELIP).

h. League Play

- (1) Any group wishing to conduct a twilight league should submit a request for league play to the golf course management on or before January 1, for the following calendar year. This request must include a \$100 nonrefundable deposit, which will be applied towards the green fees.

- (2) League play is allowed on weekdays only, and is permitted to begin at 4:30 p.m.
- (3) Requests will be processed on a first-come, first-served basis.
- (4) Green fees in effect on the date of play shall apply.
- (5) All green fees for the time period of league play are due 30 days in advance of the first scheduled day of play, including league fees. However, the golf course management has the option of accepting multiple payments over the duration of league play if it is deemed appropriate.

i. Accounting

- (1) The golf course management will receive payment for tournament fees by mail or in person at the golf course.
- (2) On the date of the tournament, play will be recorded on that day's Starter Sheet in the usual manner. Tickets will be rung only for actual players in the tournament, and for Prepaid Tournaments each player will be issued on "00" cash register receipt.
- (3) If the golf course management provides additional golf carts as an accommodation to a tournament, payment received for the additional carts will not be included as gross receipts for rent calculation purposes provided that payment does not exceed golf course management's costs for securing the carts.

In the event the additional golf carts are used for other than the tournament for which they are acquired, they must be included as gross receipts in accordance with cart policy.

J. MEN'S, WOMEN'S, AND SENIOR GOLF CLUBS

1. The Department of Parks and Recreation will not sponsor or cosponsor any particular golf club; however, the Department may recognize and approve one club for men, one club for women, and one club for seniors at each County golf course.

Approved exceptions are as follows:

- a. Altadena Golf Course - the Altadena Town and Country Club, and the Altadena Men's Club are both recognized.
 - b. Whittier Narrows Golf Course - the Pico Rivera Men's Club, and the Whittier Narrows Men's Club are both recognized.
2. Men's, Women's and Senior Golf Clubs wishing to become the representative clubs at a County golf course must request recognition and approval from the Golf Operations office. Request for approval must include the club constitution and by-laws, and a copy of the club membership application form.
3. The constitution and by-laws submitted must include the following conditions and provisions:
- a. Any person 18 years of age or over shall be eligible for membership as a regular member, with the exception of the Senior Citizen Clubs whose members must be 50 years of age or over.
 - b. No eligible person shall be denied membership on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability,
 - c. Applications for membership in the clubs shall be submitted on a form approved by the County of Los Angeles Department of Parks and Recreation.
 - d. Applications for membership will be considered by the club membership committee in the numerical and/or chronological order in which they are received. The identity of each member of the membership committee shall be made available to all applicants. Application shall not be denied, delayed or otherwise restricted per the administration of a playing proficiency test.
 - e. Total regular membership in club(s) may be limited at any time by majority vote of the club members, or their board of directors, provided that such limit shall be a number not less than 250 persons for an 18 hole course, and 150 persons for a 9 hole course.
 - f. If the club membership limit is reached, a waiting list shall be established, and as openings occur, membership applications from the waiting list will be considered in the numerical and/or chronological order in which they were received.

As an alternative, when a club membership limit is reached, a club may opt to establish a set number of "associate memberships". This category of membership may provide less than full membership privileges (i.e. handicap index only) and act as the waiting list from which full membership will be considered in the numerical/chronological order in which they were enrolled.

- g. The annual membership dues charged by recognized clubs shall be in keeping with the County's stated goal of serving the greatest number of people at a reasonable cost.
- h. If the submitted Constitution, By-laws and membership application forms meet established requirements, the Golf Operations office may designate the requested club as a representative golf club with permission to use the specified County golf facility as its home golf course.
- i. The Golf Operations office will notify the requesting club and the golf course of the designation and approval.
- j. At the beginning of each calendar year, the Golf Operations office will schedule and conduct a joint meeting(s) with the officers of County Men's, Women's, and Senior Golf Clubs. The subject for discussion at these meetings shall include club related activity and membership matters, general golf issues, golf course programs, and plans for construction and improvement.

CHAPTER II
CAPITAL IMPROVEMENT PROGRAM

CHAPTER II

GOLF COURSE CAPITAL IMPROVEMENT PROGRAM

A. GENERAL

1. The golf course management at each golf course is responsible for the overall development and implementation of a program of general improvements to the golf course and all facilities through the use of available capital improvement trust funds. The Golf Operations office supervises these projects through the Golf Projects Coordinator and other staff as assigned. The trust fund accounts are encumbered and disbursed according to the Department guidelines that follow.

B. PROJECT ORIGATION AND CONCEPT

1. On an annual basis, the golf course management shall submit to the Golf Operations office a list, in priority order, of proposed Capital Improvement Program (CIP) projects. This list shall consist of a project description, project start date, and general cost estimate. This list may be expanded to encompass two or more years, when appropriate.

In addition, golf course management may introduce a proposed project by discussing with the Golf Operations office the initial concept of an improvement believed to be beneficial, or necessary to maintain the service capability of the facility. These discussions may include a site visit, narrative description and/or review of an informal drawing; whichever is deemed the most appropriate.

2. Given Department agreement on the concept, the project is then added to the existing list of projects to be completed at the course. The Golf Operations office can similarly consult with golf course management and add a project to the list. At all times, the Department has the final decision on project identification.

C. PLANS AND SPECIFICATIONS

1. The next step in the process is the preparation of a site plan, schematic drawings, specifications, and project cost estimates. At this juncture it is very important for golf course management to confirm the minimum requirements that the Department deems necessary for the project.

The complexity of the project will dictate the extent of the need for the plans, specifications, environmental documents, building permits, etc. A majority of the projects at the golf course can be coordinated with straightforward, written performance specifications. Replacement of existing equipment and infrastructure improvements do not normally require preparation of drawings, provided that there are no substantial changes to the surroundings, or related equipment.

2. Some CIP projects may involve relatively simple plans with informal drawings or sketches, or a photocopy of an existing plan with the proposed work drawn. This can often be prepared on 8½" x 11" format, with appropriate scaled and dimensioned details and accompanying written specifications. Examples of this would be extensions of existing cart paths, or reshaping and enlargement of sand bunkers.

When the complexity of a proposed project requires that detailed plans, and specifications are in order, preliminary drawings as shall be prepared by a State Licensed Architect, or Landscape Architect. Drawings must indicate and label every significant item that is likely to be impacted by the proposed project.

3. Replacement of facilities involving public health, welfare and safety and/or environmental implications such as fuel tanks, and parking lot lighting, may be performed with only written performance and bid documents. However, greater detail and current code upgrades may be required by the regulatory agency.

Golf course management is responsible for investigating the extent to which the project may have such implications, and must comply with any additional requirements, as well as applicable federal, state, and local laws, codes, and ordinances.

4. In general, the County's Department of Public Works (DPW), and not the local city, shall be the regulatory agency from which permits shall be requested. DPW requires plan submittal for projects that impact public health, safety and welfare, building upgrades, utility improvements, and for new construction.
5. Once the specified plans are developed, two complete sets are to be sent to the Golf Operations office for review and comment. One set will be returned to the golf course management, either marked with revisions and comments, or approved as submitted.

In the event revisions are required, a set of corrected plans must be resubmitted to the Department's Golf Project Coordinator for approval to proceed. Subsequent to said approval, the golf course management may initiate the plan review process by identified regulatory agencies.

6. In the event DPW, and/or other regulatory agencies require changes in the submitted set of plans and specifications, a copy of the revised set resubmitted to said agencies shall be submitted to the Golf Operations office.

D. SOLICITATION OF BIDS OR PROPOSALS

1. Following approval of preliminary plans and specifications, golf course management shall finalize the documents to be used in the solicitation of bids/proposals from third-party contractors. Golf course management is required to obtain at least three bids/proposals from a pre-approved list of potential bidders/proposers for each project.
2. The solicitation for bid/proposal process should, whenever possible, include an on-site, pre-bid conference. It may be advisable to involve the Golf Project Coordinator in the conference.
3. Bids/proposals are to be accepted by the golf course management and reviewed for compliance to the scope of work specifications. In addition, the project's labor cost shall be prepared pursuant to the State Prevailing Wage law for the applicable worker classifications.

Golf course management shall make a determination of the acceptable bid/proposal, and thereafter formulate a written recommendation to the Golf Operations office.

4. Golf course management may prepare and submit a bid/proposal to perform the work with its own employees, or a subsidiary company, provided that all of the specifications are equal to those submitted by outside contractors.

In this circumstance, the bid or proposal by golf course management, and the remaining two bid/proposals, shall be submitted directly to the Golf Operations office in sealed envelopes, to be opened solely by Department staff for review and acceptance.

5. With regard to a project involving the solicitation of proposals for professional services, such as architectural, landscape architectural, environmental, engineering, land surveying, and construction project

management, the solicitation document must comply with California Government Code Section 4525.

- a. The solicitation document must clearly and completely define the scope of work to be performed. If changes to the scope should be required, a written addendum shall be submitted to identify prospective proposers for their consideration.
- b. The solicitation of proposals for such professional services shall involve those individuals or firms that appear on a current list of "Pre-qualified" County contractors. In the event that no such list exists, or an individual or firm does not appear on the list, the golf course management may accept a Statement of Qualifications and performance data from said individual or firm. The Statement shall be reviewed by the Golf Operations office for acceptability prior to the start of the solicitation process.
- c. The selection of a successful professional services proposal shall be made on the basis of demonstrated competence and qualifications for the type of service to be performed, and at a fair and reasonable price.

E. ADVANCE PAYMENT TO GOLF COURSE MANAGEMENT

1. Following the acceptance and evaluation of submitted bids/proposals, golf course management shall then prepare the following for review and processing by the Department:
 - a. An original letter of invoice (photocopies or electronic facsimiles are not acceptable) shall be written on company letterhead. The letter of invoice shall recommend the approval of a bid/proposal that is deemed appropriate. The letter must also include a specific request for the disbursement of trust funds equaling 90% of the recommended amount. For example, if the recommended bid has a total project cost of \$25,000, the letter would request that \$22,500, be issued by the County.
 - b. A completed CIP project form (see Exhibit O) must be attached.
 - c. Complete copies of the bids/proposals submitted for the project, including all prices and fees. The golf course management must take the appropriate steps to ensure that documents submitted are based upon the identical scope of work, i.e. "comparing apples to apples".

Bids/proposals that do not reflect the same specifications will not be considered, and revised bids/proposals must be submitted.

2. The intent of the solicitation of bids process is to ensure that the best possible product is provided for the most reasonable price. It is not an absolute requirement to award the construction contract to the lowest bidder; however, it is strongly recommended that this be the case.

In the event golf course management recommends other than the lowest construction bid, the Department will require written justification of such award as part of the letter of invoice. The Golf Operations office will carefully review such recommendations prior to any approval.

F. PROJECT APPROVAL

1. Upon receipt of golf course management's letter, the CIP form, and the bid/proposals, the Golf Operations office and the Golf Project Coordinator shall review the documentation, and if appropriate, shall approve and forward same to the head of the Golf Operations Division for review and approval. Upon approval by that office, the documents will be forwarded to the Chief Deputy Director, and finally the Director for final, administrative review and approval.
2. Once final administrative approval has been obtained, the golf course management shall be informed of said action and the Department's Accounting Section shall request that the County Auditor-Controller issue a County warrant in the amount requested. Within approximately 30 days of receipt by the Department's Accounting Section, a County warrant should be issued to golf course management.
3. During the aforementioned 30-day period, golf course management, at its discretion, may either proceed with the project or await receipt of the funds from the County depending upon the nature of the project and whether or not an immediate action is deemed prudent or necessary.

Golf course management is to be reminded that work should not start unless and until the Golf Operations office confirms that the project has final administrative approval and has been secured.

G. PROJECT IMPLEMENTATION

1. Once the project has begun, golf course management through its general manager and/or superintendent shall take steps to ensure that all project specifications are met, and that all work identified in the scope of work and construction contract(s) is completed.
2. In the event it becomes apparent that the actual construction cost will exceed the original estimate, or if additional work is deemed necessary, golf course management must first obtain Department approval of any additional work and/or expenditure, including all proposed change orders and/or modifications to the project scope of work.
3. In all cases, the golf course management is responsible for the confirmation of completion of the work as specified, payment of all sums to the contractor, release of mechanics liens, and retention of all records of receipt of County funds and disbursements.
4. As part of its oversight of such projects, the Golf Operations staff shall regularly monitor the ongoing construction for compliance to the preceding requirements as well as general compliance to lease provisions. This shall include review of project documentation including, but not limited to, insurance, bonding, contractor's invoices and payments, and related matters.
5. Upon the completion of the project, golf course management shall coordinate with the Golf Operations office an on-site inspection and confirmation that all work has been completed, costs verified, and the completed project is satisfactory to the Department.
6. Golf course management shall pay the contractor, in full, for all work and services provided. This includes payment of sums in excess of the 90% advance forwarded by the County, plus any project cost overruns.

H. FINAL PAYMENT

1. Golf course management shall forward a letter of invoice to the Golf Operations office requesting final reimbursement of the project costs. Copies of all canceled checks and contractor's paid invoices verifying that all amounts have been paid in full shall accompany this letter. Upon review and verification of the documentation, the Department thereafter will forward the final amount.

I. **EMERGENCY PROJECTS**

1. In the event that unforeseen circumstances dictate that a project must be completed immediately, with no time for the golf course management to acquire the customary three bids for Department prior review, such expenditures can be fully reimbursed if the Golf Operations office concurs that there is a verified need to expend funds and that the project would normally qualify as a CIP project. Such instances would usually involve health and safety concerns, structural damage, and/or substantial interference with normal business operations.
2. Golf course management shall take whatever steps are necessary to fully inform the Golf Operations office of the type of emergency situation that exists, possible impact that may result, an estimate of the time required to implement the work, and estimated costs to be incurred.
3. Upon written or verbal authorization from the Golf Operations office, golf course management may proceed with the work and thereafter submit an invoice for reimbursement as set forth in Final Payment above.

CHAPTER III
STAFF AND EMPLOYEE RESPONSIBILITIES

CHAPTER III

STAFF AND EMPLOYEE RESPONSIBILITIES

A. GOLF COURSE MANAGEMENT

1. General

- a. Golf course management is responsible for the direction and supervision of all golf course administrative, operational, procedural, and maintenance activities, and the personnel assigned to those activities.
- b. The appearance and playing condition of each County golf course is of prime importance, and golf course management is responsible for the general maintenance, grooming, and beautification of the course as necessary to maintain the quality and appearance levels required and expected by the County, and the golfing public.
- c. Golf course management is responsible for ensuring that they or their designated staff submits required reports to the Department of Parks and Recreation in a timely and accurate manner. This includes, but is not limited to:

- (1) Accidents, vandalism, and burglary reports

All such occurrences are to be reported immediately to the Golf Operations office. A sampling of related County of Los Angeles forms are provided in Exhibit P of this manual as a reference to necessary content for such forms.

Non-Employee Injury Reports Form P&R 10

Non-Employee Property Damage Report Form P&R 11

All such incidents are also to be noted on the Starter Sheet and a copy of the report kept on file.

- (2) Golf course management shall attempt to resolve the issue with the injured party in a prompt, businesslike manner. When this cannot be done, management will inform the injured party that the incident is under review, and that they will receive a response no more than seven (7) days from the date of the incident. The Golf Operation office will also be informed that the incident is being reviewed.

- (3) In the event that golf course management determines that it will not honor the injured party's claim, the injured party shall be informed of that decision no more than seven (7) days following the incident. The Golf Operations office shall also be informed of the claim denial immediately, in writing.
 - (4) When compiling the bi-monthly recapitulation sheets, golf course management will record the number of injury and property damage incidents occurring during the period.
- d. Golf course management shall plan and schedule the assignment of personnel to cover a seven-day per week operation.
- e. Golf course management shall at all times maintain an effective marshaling program.
- f. Golf course management shall recommend public safety measures, and maintain a continuous safety program in compliance with the California Safety and Health Act (CAL/OSHA).
- g. Golf course management shall provide optimum security for all maintenance buildings, equipment, service yards, materials, supplies, and especially toxic chemicals.
- h. Golf course management shall report any emergency or unusual conditions or incident to the Golf Operations office immediately.
- i. Golf course management shall inspect the golf course daily to ensure proper maintenance and operation, and, as required, make decisions concerning the closing of the golf course in accordance with this manual.
- j. Golf course management shall ensure that the designated employee(s) is on duty at the start and close of the scheduled workday.
- k. The golf course management shall provide and maintain the necessary inventory of golf merchandise required to meet the needs of the public.
- l. Golf course management shall cooperate with the Director of Parks and Recreation in the promotion of golf throughout the County golf course system; and the Junior Golf Program by providing lessons, range balls, instruction and various Department sanctioned tournaments.

- m. Unless otherwise specifically approved by the Golf Operations office, golf course management shall ensure that the game of golf is taught only by PGA Class A, or LPGA qualified instructors or qualified apprentices of said organizations.
- n. Golf course management shall provide a sufficient number of power-driven golf carts and handcarts to meet the public demand. In addition, when contractually required, the particular number of such carts specified shall be provided.
- o. Golf course management will handle all other duties and responsibilities as set forth in the management lease and this manual.
- p. As circumstances warrant, the Golf Operations office will schedule an annual meeting with the golf course management at each golf course for discussion and review of needed and approved capital improvement projects, refurbishment of facilities, enhancement of services, extraordinary maintenance programs, and other pertinent items associated with that particular golf course.

B. GOLF PROFESSIONAL

1. General

- a. The Golf Professional shall devote time, attention, and energies to the performance of duties at the assigned course. The Golf Professional shall conduct activities at all times in accordance with rules, regulations, and standards accepted by the County of Los Angeles Department of Parks and Recreation.
- b. In cooperation with the golf course management, the Golf Professional shall assist in the conduct of various golf tournaments, provide instruction in the play of golf, and shall initiate and promote golf activities for the golfing public.
- c. The Golf Professional shall cooperate with the Men's, Women's, and Senior Golf Clubs and their various committees, and render professional advice, opinions, assistance and services as appropriate.
- d. The Golf Professional represent the golf course and the County in the area of professional golf activities and tournaments, and attend meetings with the Men's, Women's, and Senior clubs at the golf course.

C. GOLF STARTER

1. General

- a. Starters must be thoroughly familiar with, and abide by all of the responsibilities, regulations and procedures in this manual; and shall be consistent in the performance of their duties.
- b. Starters should be capable of answering questions concerning County golf policies and procedures, golf rules and etiquette, golf course maintenance operations and requirements, types of tournaments, and green fees schedules.
- c. Starters shall use a friendly and courteous tone in dealing with the public; and shall address and try to resolve complaints received from golf patrons in a firm and impartial manner.
- d. Special privileges shall not, under any circumstances, be granted to any person, including relatives or friends.
- e. Starters shall not accept tips or gratuities of any kind from the public.
- f. Golf Starters will be on duty no later than 5:00 a.m. on Saturday, Sunday, and Holidays, and no later than 6:00 a.m. on weekdays. The Starter window and telephone will be staffed until sundown, even though the golf course may be closed due to inclement weather.

2. Starter's Basic Responsibilities

- a. Receive, process and record starting time reservation requests as outlined in Chapter 1, Section E. of this manual.
- b. Start all groups of golfers on time in accordance with reservation and Call Sheet procedures, and keep the Starter Sheet on time throughout the day. Similarly, start tournaments on time as provided in the tournament contract.
- c. Collect, receipt, and account for the applicable green fees for each player as outlined in Chapter 1, Section G. of this manual.

3. **Specific Duties - Opening Starter**

- a. Ensure that all required equipment is operable, signage is visible and accurate, and scorecards, pencils, and other supplies are available. In the event such extraordinary circumstances warrant (construction underway, temporary tees or greens being used, etc.) ensure that golfers are advised and a sign posted.
- b. Fill in information at the top of the application Starter Sheet concerning the time of sunrise and the morning weather conditions. Make sure that any reserved tournament times noted in the logbook for the current date have been blocked out on the Starter Sheet. Write down the name of the organization, number of players, and the receipt numbers. Names of all tournament players will be posted in regular starting sequence.
- c. Check the cash register for zero total reading and for the correct date, key designations and fee rates.
- d. Check in golfers who do not have reservations for the day, and register them on the Call Sheet.
- e. Call golfers, who have reservations, or who are registered on the Call Sheet, to the Starter window in proper sequence for play on Tee Number One or Number Ten as applicable.
- f. As called players report to the Starter window, record all surnames in ink on the correct time line on the Starter Sheet. No ditto marks are to be used even if all names are the same; collect the applicable green fees from each player and place the money on the cash register ledge; ring up the green fees and write the starting time line number (and circle it) on the front of the cash register receipt. Record the last three digits of the number on the Starter Sheet.

Place the green fees money in the cash register and give the cash register receipt and the correct change, if any, to the player. Advise the player to retain the receipt until he has completed play. Complimentary Pass receipts must also be issued to the player, and accounted for in the daily recap.

- g. If an error is made on a cash register receipt, the reason should be noted on the receipt, and the receipt should then be marked "VOID" and attached to the Starter Sheet.

NOTE: There must be a cash register transaction and recorded name on the Starter Sheet for every player on the golf course.

- h. Use a symbol (check mark, X, line, or lines) in addition to the round number or time on the Starter Sheet to keep track of golfers green fees, etc. Draw a line through unused time breaks.
- i. At the end of the opening shift, record the following information in the appropriate spaces on the Starter Sheet:
 - (1) Opening morning transaction number.
 - (2) Closing morning transaction number (last receipt number).
 - (3) Morning total dollars (total of morning "Amount Paid" column).
 - (4) Morning starter's play count (by category and total)
 - (5) Morning cash collection (actual cash collection)
 - (6) Over/short dollar amounts
 - (7) Starter's signature, in ink.
- j. Count and verify the change fund in the presence of the closing or afternoon Starter.
- k. Space the cash register tape between opening and closing shifts.
- l. Record events of the day in the logbook such as marshaling time, unusual weather, accidents, injuries, illness, vandalism, robbery or burglary, violations of rules or regulations by golfers or employees, and any other extraordinary occurrences.

4. Specific Duties - Closing Starter

- a. Log, read notes in the logbook.
- b. Count and verify the change fund in the presence of the opening Starter.
- c. Display nameplate. Check the cash register for personal key and date.

- d. Perform duties as outlined in paragraphs "c" through "l", of "Specified Duties - Opening Starter".
- e. Refer to the current rate schedule to identify times to change the cash register read out to the twilight green fees rate.
- f. Make up a Starter Sheet for one week from the next day. Fill in the date and day, and block out any reserved tournament starting times as showing the logbook for that date.
- g. At the end of the closing shift record the following information in appropriate spaces on the Starter Sheet:
 - (1) Opening afternoon transaction number.
 - (2) Closing transaction number (last receipt number).
 - (3) Afternoon total dollars (total of afternoon "Amount Paid" column).
 - (4) Afternoon starter's player count (by category and total).
 - (5) Afternoon cash collection (actual cash collected).
 - (6) Over/Short dollar amounts.
 - (7) Starter's signature, in ink.
- h. Note time of sunset and afternoon weather conditions in spaces provided at the top of the Starter Sheet.
- i. Clear the cash register just before sundown and change the date, personal flag and fee tag as required for the next day's opening shift. Leave the cash drawer open. Any green fees sold after the cash register has been cleared will be carried over to the next day and posted and accounted for on the Starter Sheet accordingly.
- j. Count and verify the change fund. Place the change fund in the safe.
- k. Recap the day's transactions on the Starter's Sheet and reconcile the day's cash collections with the transactions.
- l. Record the daily play and money totals.
- m. Secure the area.

D. PRO SHOP AND FOOD AND BEVERAGE OPERATION

1. General

- a. The golf course pro shop, coffee shop and banquet office operating hours will comply with the required times set forth in the management lease.
- b. The said facilities shall not be used for any purpose not authorized by the management lease, and there shall be no interference with the public's use and enjoyment of the golf course for the designed purpose.
- c. The golf course management shall immediately correct any unsafe conditions or violations of Local, State, or Federal public health laws, or other applicable safety rules and regulations. It shall cooperate fully with the County in the investigation of any incident on the property.
- d. Golf course management will keep the premises clean and sanitary at all times. Garbage, refuse, any substance constituting a fire hazard, and any material detrimental to public health, as determined by the Director or other regulatory agency, will not be allowed to accumulate and will be removed in a timely manner.

E. MARSHALING

- 1. To fulfill the designated responsibilities, the Marshal on duty will:
 - a. Make every effort to ensure that players maintain their position on the golf course relative to other groups, and a proper pace of play at all times.
 - b. Confirm that players have a current cash register receipt, and are complying with the dress code, the use of golf mobiles and handcarts, and golf play rules outlined in this manual.
 - c. Check parking lots, restrooms, maintenance buildings, and other areas to prevent possible trespassing, destruction of property, theft, vandalism, and other undesirable activity.
 - d. Deliver messages and keeps the golf course management or the on-duty Starter informed of course conditions and maintenance problems.

- e. Take every opportunity to enhance and maintain good public relations through courteous, yet firm enforcement measures.
- f. Be informed about golf course conditions in order to answer golfers' inquiries.
- g. Provide first aid supplies to patrons requiring assistance.
- h. Carry appropriate two-way communication equipment in order to report emergencies to the pro shop, or others.

CHAPTER IV
SAFETY AND EMERGENCY PROCEDURES

CHAPTER IV

SAFETY AND EMERGENCY PROCEDURES

A. SAFETY PROCEDURES

1. General

- a. Personal safety, safe working and playing conditions shall be given prime consideration in the operation of County golf courses.
- b. Golf course management will make every reasonable effort to provide and maintain a safe working environment at each facility.
- c. All on-site personnel are responsible, individually and collectively, for the proper utilization of safety procedures and for the performance of their duties in a safe manner.
- d. Periodic safety inspections of golf course facilities shall be conducted by the golf course management staff. Appropriate corrective action will be taken on any unsafe or potentially hazardous condition observed. Power and hand operated equipment will be inspected regularly and frequently.
- e. The golf course management is responsible for the strict enforcement of safety regulations and procedures, and for the establishment and implementation of a comprehensive safety training program. To fulfill these responsibilities the golf course management should:
 - (1) Periodically hold individual and group meetings to ensure that employees are familiar with and understand safety regulations and requirements.
 - (2) Schedule employees for formal training and instructional sessions on safety rules, regulations, and procedures. Training sessions will include the use of appropriate safety lectures, films, visual aids, literature, etc.
 - (3) Periodically hold safety meetings. Discussions in these meetings should be on subjects such as: the use of protective clothing for spraying operations; hazards in the workplace; and the proper use of hand tools and power equipment.

- (4) Post safety rules, posters, guides, etc., on bulletin boards and in other appropriate locations.
- (5) Ensure that assigned personnel understand and comply with instructions and established safety procedures for: handling, storing, transporting, mixing, applying pesticides, herbicides, and all hazardous materials; disposing of empty containers; cleaning application equipment; wearing appropriate protective clothing; recognizing poison symptoms and applying appropriate first aid if needed.
- (6) Keep all chemicals under lock and key on properly labeled storage shelves in a special chemical room in the Service Yard. Post a sign reading "POISONS", in more than one language if appropriate. Maintain Material Safety Data Sheets on each chemical used as required by applicable law.
- (7) Have an adequate number of complete first aid kits and maintain them at strategic locations throughout the golf facility.

B. ACCIDENT PROCEDURES

1. Any accident that results in a serious injury to an employee should be reported to the Golf Operations office in a timely manner.
2. If a golf patron is injured or has a medical problem (such as a seizure, etc.) on the golf course, actions taken will be in compliance with the golf course management established procedures.
3. All accidents involving a golf patron will be reported immediately to the Golf Operations office. Any accident causing serious injury or death will be reported immediately to the Golf Operations office, which will in turn, notify the Director of Parks and Recreation and other appropriate officials.

C. EMERGENCIES

1. General

- a. In an emergency at a golf course, the safety of golfers and golf course personnel is of primary importance. The security and protection of property is secondary.
- b. The golf course management at each golf course will post a list of emergency phone numbers and addressees in a conspicuous location near appropriate facility telephones. The list should include the following agencies:

Local Fire Department	Local Doctor
Local Police Department	Ambulance Service
County Sheriff	Rescue Squad
County Safety Police	Local Hospital
Golf Operations Office	

2. Emergency Procedures

- a. If there is an emergency caused by the loss of utility service (water, gas, electricity), or a failure in system installations (plumbing, electrical, heating, cooling, sewer, etc.) which could effect the safety and well being of golf course patrons and/or employees; or which could cause damage to golf course facilities, immediate action shall be taken to protect life and property.
- b. In the event that a major disturbance (riot, strike, rebellion, defiant resistance to law and order, etc.) should threaten the safety of golf course patrons, personnel, or property, the golf course management shall immediately report the circumstances by telephone to the local law enforcement agency and the Golf Operations office.
- c. If conditions warrant, patrons will be advised to leave the area for their own safety. Golf course personnel will not become involved in the disturbance, and if necessary they will secure the premises and also leave the area.
- d. All pertinent information concerning the incident will be noted and a full, written report must be submitted to the Golf Operations office.

D. LIABILITY AND CLAIMS

1. Liability

- a. Any person entering the defined boundaries of a County golf course assumes full responsibility for their personal safety and for the protection of their property. The County assumes no liability for patrons or the general public for injury, or for damage or loss of their personal property (including golf clubs, pull carts, etc.).
- b. Each golf course will post a legible sign stating that; "The County of Los Angeles is not responsible for injury to players or damage to personal property".
- c. Players shall be liable for any accident, injury, and/or property damage caused by their actions.
- d. Players will be required to report such incidents to the Golf Course Starter giving their name, address, telephone number, a brief description of the incident, and any other pertinent information.

2. Claims

- a. Any person wishing to file a claim concerning personal injury, property damage or loss shall be given a claim form as developed by golf course management. The claimant shall be advised as to the procedures involved in management's claim review and response procedures.

The mere act of filing a claim does not mean the claim will be honored. Each case depends on the specific facts involved and on the interpretation concerning the responsibility and liability involved.

- b. Golf course management need not comment or make any statement concerning the possibility of a claim being approved or denied.
- c. The claimant shall receive a response, whether it is an approval or a denial, within a reasonable timeframe. The reasons for the denial of the claim must be provided. An approved settlement shall also be processed in a timely manner.

**CHAPTER V
ACCOUNTING**

CHAPTER V

ACCOUNTING

A. GENERAL INFORMATION

1. Pursuant to its lease agreement with the County, all golf course management firms are required to maintain an accounting system which, to the satisfaction of the County, correctly and accurately reflects the gross receipts, disbursements, construction costs, and construction financing of the golf course management in connection with authorized golf course operations.
2. For the sake of brevity the term "cash register", as used in this manual, shall also apply to point-of-sale computer systems.

B. PROCEDURES/REGULATIONS

1. Cash Security

- a. Starters at each County golf course are responsible for the daily collection and security of green fees revenues as outlined in Chapter III Section C. of this manual.
- b. The Starter will not accept patron's money, valuables, or personal property for safekeeping.
- c. On a daily basis, golf course management shall review and confirm the prior day's Starter Sheet, and reconcile money amounts with the player count and cash collection information on the bottom portion of the sheet.

2. Cash Register Repair

- a. When a cash register malfunctions, the Starter should try to make arrangements for a standby register. If a standby register is not available, the Starter should continue to work out of the cash box from the malfunctioning register until the register is repaired and back in service, taking care to record all transactions.
- b. Before repair work starts on a cash register, the Starter will total out the machine. The repairman will draw a line on the register tape and sign his name. Upon completion and testing of necessary repairs, the repairman will again draw a line on the tape

and sign his name. The Starter will then total out the cash register again before continuing with regular operation.

- c. Tapes from a repaired cash register will not be thrown away, but will be retained as documentation for audit purposes.
- d. Details concerning the cash register breakdown and repair will be noted on the Starter Sheet and appropriately recorded.

C. AUDITING

1. General

- a. Periodic audits will be made by the County and its authorized representatives to verify that established accounting procedures and practices are being implemented and followed.
- b. The Department of Parks and Recreation, the County of Los Angeles Auditor-Controller Department (or its authorized CPA firm), and the County Grand Jury Auditors are the only agencies authorized to conduct an audit of County golf course operations.

No other agency or individual will be permitted to conduct an audit of any kind without prior approval of the Director of the Department of Parks and Recreation.

- c. Authorized County audit personnel will be required to officially identify themselves at the Starter's office or window before starting any audit or other activity at a County golf course. This includes personnel from the County Auditor-Controller's office, the Department of Parks and Recreation, or any other duly authorized entity.
- d. Acceptable identification will consist of, but is not limited to the following:
 - (1) Department of Parks and Recreation and/or County Auditor-Controller Personnel - Driver's License, plus authentic Los Angeles County Employee Identification Card with the card holder's photo on it.
 - (2) County Grand Jury Auditors - Driver's License, plus authentic authorization letter from the appropriate County Agency.

- (3) Auditor/Controller Contracted CPA firm - Letter of authentication from either the Auditor/Controller, or the Department of Parks and Recreation.
- e. Audits will be conducted while the golf course is open to the public, therefore golf course personnel will cooperate and assist the auditors in completing their tasks thoroughly and efficiently, and with the least possible amount of disruption.
- f. Prior to start of an audit, the Golf Course Starter will collect required green fees from enough playing groups (in the order scheduled) to keep the first and/or tenth tee on time for the duration of the audit. The Starter window will be closed during audit activity in the starter office.
- g. All on-site discussions concerning audit activity and/or results will be conducted in a confidential manner and location.

2. Audit Procedures

- a. The Starter and Pro Shop Employees will:
 - (1) Total all keys on the cash register (perform an "X" reading).
 - (2) Start a new cash register tape.
 - (3) Account for the assigned change fund. Starters will give the Auditor the Starter Sheet, cash register tape, and all money in the Starter office. Pro shop employees will give the auditor the golf cart receipts, cash register tape and all money in the Pro Shop.
 - (4) On completion of the audit, note pertinent facts (date, time, audit agency, auditor's name, etc.) in the logbook or Starter's Sheet.
- b. The Auditor will:
 - (1) Establish a cutoff point on the Starter Sheet at the last paid player (that portion of the Starter Sheet may be cut off and retained for use later when interviewing players on the golf course).
 - (2) Count all cash in the presence of the Starter. The Starter may recount cash to verify the amount if desired.

- (3) Perform necessary audit functions.
- (4) If there are no major discrepancies, return the Starter Sheet and money to the Starter for processing in the normal manner.
- (5) If there are discrepancies that require further investigation, retain the Starter Sheet until such intervention is complete.
- (6) If desired, inspect and audit any or all records in the Starter and/or golf course management's offices for compliance with Department accounting procedures.
- (7) If necessary, request permission to inventory the locked safe.
- (8) Upon completion of the cash count portion of the audit, check players on the golf course for possession of current cash register and golf cart receipts.

CHAPTER VI
MISCELLANEOUS PROCEDURES

CHAPTER VI

MISCELLANEOUS PROCEDURES

A. TELEPHONES

1. The telephone provides a vital communication link comparable to personal contact with golfing clientele at County golf courses. Courteous, intelligent, and efficient telephone communications play an important part in the ongoing effort to project the professional image desired, and to improve and maintain good relations with the golfing public.
2. When making or receiving telephone calls, all golf course personnel are representatives of golf course management, which may, by inference, include the County of Los Angeles and the Department of Parks and Recreation. Therefore, all such personnel are advised to handle calls in a courteous and businesslike manner.
3. Telephones should be answered promptly at first ring if possible, and personnel taking the call should first identify themselves and the golf course. The caller should then be given immediate and full attention. In the event automated responses are used, they should be programmed to be of prompt, informative value to the caller.
4. Slang words and expressions should be avoided in telephone conversations. Vulgar or profane language is not acceptable.

B. PUBLIC RELATIONS

1. Good public and community relations are an important component of the successful management and operation of County golf courses and facilities.
2. Personnel must conduct themselves in a manner designed to generate good will, and make every golf patron feel important and welcome at any County golf course.
3. Actions for enhancement and continuance of good public relations should include but not be limited to the following:
 - a. Golf course personnel must be pleasant, courteous, cooperative, and understanding in their contacts and/or discussion with the golfing public. Every golfer should be given as much personal attention as possible.

- b. The golf course management and staff should accept questions, reasonable criticism, and genuine recommendations with a calm manner and open mind. Proceed with the sincere intention of taking action or providing a satisfactory solution if possible. Promises should be made sparingly, but kept faithfully once made.
- c. Maintenance activities such as mowing, watering, changing cups and tee markers, etc. should be scheduled to minimize interference with golf play.
- d. The golf course management should take every opportunity to strengthen and enhance positive community relations by meeting with and speaking to fraternal, civic and business groups about golf and its value to individuals and the community.

CHAPTER VII ACCESSIBILITY

CHAPTER VII
ACCESSIBILITY

A. ADA, TITLE II COMPLIANCE

1. POLICY OF NON-DISCRIMINATION ON THE BASIS OF DISABILITY

The County of Los Angeles, Department of Parks and Recreation does not discriminate on the basis of disability in employment or in the admission and access to the services, programs or activities offered to the public. In accordance with the Americans with Disabilities Act (ADA), Title II Compliance of 1990, the Department has designated an ADA Coordinator to carry out the non-discrimination requirements of the ADA.

2. PUBLIC NOTICE OF ADA INFORMATION REQUEST

All County Departments must display notices (see in EXHIBIT P), which outline the County's ADA policy of non-discrimination. Notices should be posted in conspicuous places frequented by the public and/or employees to ensure maximum opportunity for review. The public notices must list the address and telephone number where the Departmental ADA Coordinator can be reached. Upon 72 hours request, the information announced in this notice must be available to the public in alternate formats, such as Braille transcript, sign language interpreter, audio recording, enlarged print, video captioning, live description, etc.

B. COUNTY INFORMAL COMPLAINT PROCEDURE

1. PURPOSE AND RESPONSIBILITIES

Pursuant to the Americans with Disabilities Act (ADA) of 1990, the Board of Supervisors of the County of Los Angeles has adopted an informal complaint procedure to promptly investigate and resolve complaints alleging that the County has not complied with the requirements of ADA as mandated and enforced by the Federal Department of Justice (DOJ). The purpose of this complaint process is to provide a mechanism for informal resolution of complaints at the local level without requiring a complainant resort to federal complaint procedure. Individuals are not required by federal regulations to use this informal complaint procedure and may file complaints directly with appropriate federal enforcement agency (DOJ). This informal complaint procedure does not prevent or limit the filing of grievances by employees under established labor relations agreements. Individuals filing complaints are to be free from coercion, intimidation or interference when filing a confidential complaint and are not subject to harassment or retaliation upon filing the County

informal complaint form, (see in EXHIBIT P). All complaints must be filed in writing.

2. FILING AND INVESTIGATION PROCESS

The County Department is responsible for enforcing this informal complaint procedure by designating an individual to function as the Department ADA Coordinator. This individual is responsible to coordinate with the golf lessee and report to the Office of Affirmative Action Compliance (OAAC) ADA Compliance Section within forty-eight (48) hours of receipt, the filing and investigation process in order to respond to each complaint with a resolution letter within 60 days of the filing letter. The ADA Coordinator shall initiate the investigation process with the intent to mediate a corrective action to the alleged ADA violation between the golf lessee, the Department, and the charging party (CP)/complainant. Each party involved, should work cooperatively with OAAC in the resolution of all complaints.

3. IMPLEMENTATION OF, AND APPEAL TO A CORRECTIVE ACTION

The Department's resolution to implement the corrective action should respond to the issues raised in the complaint, and, if applicable, state what action will be taken to resolve identified findings of ADA violations. This resolution letter should also inform the CP/complainant of the availability of an informal appellate process to review the Department's written decision. The CP may appeal the initial resolution in writing. The Director of the Department will respond to the CP, within thirty (30) days, either affirming or modifying the Department's previous resolution. The CP may thereafter further appeal to an informal appellate body comprised of a representative from the OACC, the County Commission on Disabilities, and the County Chief Executive Office. This body should also respond in writing to the CP in a timely manner. The complainant should be advised of his/her right to pursue a remedy by filing a formal complaint with the Federal Department of Justice. The Department ADA Coordinator will keep confidential record of all related complaint material.

C. PUBLIC REQUEST FOR REASONABLE ACCOMMODATIONS

Pursuant to the Americans with Disabilities Act (ADA), the County of Los Angeles, Department of Parks and Recreation, has designated an ADA Coordinator that should arrange, upon seventy-two hours (72) request notice from an individual with disabilities, a reasonable accommodation to access any County program, service or activity, with sign language interpreters, Braille transcript, large print, audio-record, video captioning, live description or any other provision available to the public for County-sponsored events, at no cost to the individual.

APPENDIX

Table of Contents

EXHIBITS

- A Description of County of Los Angeles Golf Courses
- B Exclusive Use Tournaments and Cart Fee Schedule
- C Golf Course Fee Schedule – Regulation 18 hole with GCIF
- D Golf Course Fee Schedule – Regulation 18 hole without GCIF
- E Golf Course Fee Schedule – Executive 18 hole with GCIF
- F Golf Course Fee Schedule – Par 3 18 hole with GCIF
- G Golf Course Fee Schedule – Regulation 9 hole with GCIF
- H Golf Course Fee Schedule – Par 3 9 hole with GCIF
- I Holiday Schedule
- J Golf Course Etiquette
- K Motorized Golf Cart Operations
- L Tips for Speeding up Play
- M Procedures for Completing and Issuing Golf Cart Rental Agreements
- N CIP Project Form
- O Sample County Forms

LIST AND DESCRIPTIONS OF GOLF COURSES

Alondra Golf Course
16400 Prairie Avenue
Lawndale, CA 90260
(310) 217-9919 FAX (310) 217-8068
Opened June, 1949 155 acres
Regulation 18-hole Par 72
Par 3 18-hole Par 54

Altadena Golf Course
1456 East Mendocino Street
Altadena, CA 91001
(626) 797-3821 FAX (626) 797-6071
Opened late 1920's 59 acres
Regulation 9-hole Par 35

Diamond Bar Golf Course
22751 East Golden Springs Drive
Diamond Bar, CA 91001
(909) 861-8282 FAX (909) 396-1635
Opened December, 1964 174 acres
Regulation 18-hole Par 72

Eaton Canyon Golf Course
1150 North Sierra Madre Villa
Pasadena, CA 91107
(626) 794-6773 FAX (626) 797-6071
Opened January, 1962 61 acres
Regulation 9-hole Par 35

El Cariso Golf Course
13100 Eldridge Street
Sylmar, CA 91342
(818) 367-6157 FAX (818) 362-8651
Opened April, 1977 90 acres
Executive 18-hole Par 62

Maggie Hathaway Golf Course
9637 South Western Avenue
Los Angeles, CA 90047
(323) 755-6285 FAX (323) 755-7592
Opened September, 1962 12 acres
Par 3 9-hole Par 27

Knollwood Golf Course
12040 Balboa Boulevard
Granada Hills, CA 91344
(818) 363-1810 FAX (818) 368-0136
Opened November, 1954 151 acres
Regulation 18-hole Par 72

La Mirada Golf Course
15501 East Alicante Road
La Mirada, CA 90638
(562) 943-7123 FAX (562) 947-5674
Opened March, 1953 140 acres
Regulation 18-hole Par 70

Lakewood Golf Course
3101 Carson Street
Lakewood, CA 90712
(562) 429-9711 FAX (562) 496-0480
Opened Mid 1930's 176 acres
Regulation 18-hole Par 72

Los Amigos Golf course
7295 East Quill Drive
Downey, CA 90242
(562) 869-0302 FAX (562) 869-3988
Opened November, 1966 127 acres
Regulation 18-hole Par 70

Los Verdes Golf Course
7000 West Los Verdes Drive
Rancho Palos Verdes, CA 90275
(310) 377-7370 FAX (310) 377-0336
Opened November, 1966 163 acres
Regulation 18-hole Par 71

Marshall Canyon Golf Course
6100 North Stephens Ranch Road
La Verne, CA 91750
(909) 593-8211 FAX (909) 593-3050
Opened June, 1967 164 acres
Regulation 18-hole Par 71

LIST AND DESCRIPTIONS OF GOLF COURSES

Mountain Meadows Golf Course

1875 Fairplex Drive
Pomona, CA 91768
(909) 623-3704 FAX (909) 469-1179
Opened 1921 189 acres
Regulation 18-hole Par 72

Santa Anita Golf Course

405 South Santa Anita Avenue
Arcadia, CA 91006
(626) 447-2331 FAX (626) 447-6813
Opened April, 1938 147 acres
Regulation 18-hole Par 71

Victoria Golf Course

340 East 192nd Street
Carson, CA 90746
(310) 323-4174 FAX (310) 323-5476
Opened April, 1974 172 acres
Regulation 18-hole Par 72

Chester Washington Golf Course

1930 West 120th Street
Los Angeles, CA 90047
(323) 756-6975 FAX (323) 779-2975
Opened December, 1953 131 acres
Regulation 18-hole Par 70

Whittier Narrows Golf Course

8640 Rush Street
Rosemead, CA 91770
(626) 288-1044 FAX (626) 280-8114
Opened 18 holes August, 1959; 9 holes April, 1967 206 acres
Regulation 18-hole Par 72
Regulation 9-hole Par 35



www.lacountyparks.org

Exclusive Use Tournaments

Exclusive Use Fee \$10,000/day

This event is conducted on non-Holiday weekdays only, and solely for charitable purposes. In addition to the Exclusive Use fee, minimum expenditures are required in the clubhouse for food and beverages, and in the pro shop.

Food and Beverage Minimum \$1,000

Pro Shop Minimum \$1,000

Cart Fee Schedule

Effective April 1, 2011, the following Cart Fee Schedule has been approved:

18-holes, two riders' \$26.00 maximum per cart

18-holes, single rider \$17.00 maximum per cart

9-holes, two riders' \$18.50 maximum per cart

9-holes, single rider \$12.50 maximum per cart

Twilight, two riders' \$22.50 maximum per cart

Twilight, single rider \$14.00 maximum per cart

County of Los Angeles Department of Parks and Recreation (EXHIBIT C)



GOLF COURSE GREEN FEE RATES

Effective February 1, 2013



Regulation 18 Holes

**Fees include golfer's contributions to the Golf Course Improvement Fund
Used exclusively for golf course improvements**

Courses participating include Alondra, Diamond Bar, Knollwood, Lakewood, La Mirada, Los Amigos, Los Verdes, Mountain Meadows, Santa Anita, Victoria, Chester Washington and Whittier Narrows.

<u>Weekdays</u>	<u>Rates</u>	<u>Weekends & Holidays</u>	<u>Rates</u>
18 Holes	\$27.00	18 Holes	\$36.50
9 Holes	\$17.50	9 Holes	\$22.75
Twilight	\$18.00	Twilight	\$22.75
Super Twilight	\$13.00	Super Twilight	\$16.75
Senior Citizen	\$14.00	Senior Citizen	NA
Junior	\$5.00	Junior	\$9.00
Senior Citizen (9 Holes)	\$11.75	Senior Citizen (9 Holes)	NA
Junior (9 Holes)	\$4.50	Junior (9 Holes)	\$8.50
Tournament	\$32.00	Tournament	\$47.00
Shotgun per player	\$50.00	Shotgun per player	\$67.00

Senior Citizen Annual Discount Card - \$28.00

Twilight League Fees – Twilight Rate plus \$1.00 per player

Twilight & Super Twilight Schedule

	<u>Twilight</u>	<u>Super Twilight</u>
January 1 – Start of Daylight Savings Time	1:00 pm	3:30 pm
Start of Daylight Savings Time – August 31	3:00 pm	6:00 pm
September 1 – End of Daylight Savings Time	2:00 pm	4:30 pm
End of Daylight Savings Time – December 31	12:30 pm	3:00 pm

A minimum of 10% of green fees paid is also accumulated into the Golf Course Capital Improvement Fund used for golf course and facility upgrades. We thank you.

**County of Los Angeles Department of Parks and Recreation
Golf Operations – 301 North Baldwin Avenue, Arcadia, CA 91007 (626) 821-4650**

County of Los Angeles Department of Parks and Recreation (EXHIBIT D)



GOLF COURSE GREEN FEE RATES

Effective February 1, 2013



Regulation 18 Holes

<u>Weekdays</u>	<u>Rates</u>	<u>Weekends & Holidays</u>	<u>Rates</u>
18 Holes	\$25.50	18 Holes	\$35.00
9 Holes	\$16.75	9 Holes	\$22.00
Twilight	\$17.25	Twilight	\$22.00
Super Twilight	\$12.25	Super Twilight	\$16.00
Senior Citizen	\$13.25	Senior Citizen	NA
Junior	\$5.00	Junior	\$9.00
Senior Citizen (9 Holes)	\$11.00	Senior Citizen (9 Holes)	NA
Junior (9 Holes)	\$4.50	Junior (9 Holes)	\$8.50
Tournament	\$30.50	Tournament	\$45.50
Shotgun per player	\$48.50	Shotgun per player	\$67.00

Senior Citizen Annual Discount Card - \$28.00

Twilight League Fees – Twilight Rate plus \$1.00 per player

Twilight & Super Twilight Schedule

	<u>Twilight</u>	<u>Super Twilight</u>
January 1 – Start of Daylight Savings Time	1:00 pm	3:30 pm
Start of Daylight Savings Time – August 31	3:00 pm	6:00 pm
September 1 – End of Daylight Savings Time	2:00 pm	4:30 pm
End of Daylight Savings Time – December 31	12:30 pm	3:00 pm

10% of green fees paid are accumulated into the Golf Course Capital Improvement Fund used for golf course and facility upgrades. We thank you.

**County of Los Angeles Department of Parks and Recreation
Golf Operations – 301 North Baldwin Avenue, Arcadia, CA 91007 (626) 821-4650**

County of Los Angeles Department of Parks and Recreation (EXHIBIT E)



GOLF COURSE GREEN FEE RATES

Effective February 1, 2013



Executive - 18 Holes

**Fees include golfer's contributions to the Golf Course Improvement Fund
Used exclusively for golf course improvements**

<u>Weekdays</u>	<u>Rates</u>	<u>Weekends & Holidays</u>	<u>Rates</u>
18 Holes	\$23.00	18 Holes	\$30.25
9 Holes	\$13.75	9 Holes	\$17.25
Twilight	\$15.50	Twilight	\$17.50
Super Twilight	\$11.50	Super Twilight	\$11.75
Senior Citizen	\$12.00	Senior Citizen	NA
Junior	\$4.25	Junior	\$7.00
Senior Citizen (9 Holes)	\$9.75	Senior Citizen (9 Holes)	NA
Junior (9 Holes)	\$3.75	Junior (9 Holes)	\$6.50
Tournament	\$27.00	Tournament	\$36.50
Shotgun per player	\$44.50	Shotgun per player	\$59.00

Senior Citizen Annual Discount Card - \$28.00

Twilight League Fees – Twilight Rate plus \$1.00 per player

Twilight & Super Twilight Schedule

	<u>Twilight</u>	<u>Super Twilight</u>
January 1 – Start of Daylight Savings Time	1:00 pm	3:30 pm
Start of Daylight Savings Time – August 31	3:00 pm	6:00 pm
September 1 – End of Daylight Savings Time	2:00 pm	4:30 pm
End of Daylight Savings Time – December 31	12:30 pm	3:00 pm

A minimum of 10% of green fees paid is also accumulated into the Golf Course Capital Improvement Fund used for golf course and facility upgrades. We thank you.

**County of Los Angeles Department of Parks and Recreation
Golf Operations – 301 North Baldwin Avenue, Arcadia, CA 91007 (626) 821-4650**



GOLF COURSE GREEN FEE RATES

Effective February 1, 2013



Par 3 - 18 Holes

**Fees include golfer's contributions to the Golf Course Improvement Fund
Used exclusively for golf course improvements**

<u>Weekdays</u>	<u>Rates</u>	<u>Weekends & Holidays</u>	<u>Rates</u>
18 Holes	\$13.00	18 Holes	\$16.25
9 Holes	\$7.75	9 Holes	\$8.75
Twilight	\$10.50	Twilight	\$11.75
Super Twilight	\$6.75	Super Twilight	\$8.00
Senior Citizen	\$7.75	Senior Citizen	NA
Junior	\$2.75	Junior	\$4.00
Senior Citizen (9 Holes)	\$5.75	Senior Citizen (9 Holes)	NA
Junior (9 Holes)	\$2.25	Junior (9 Holes)	\$3.50
Tournament	\$15.00	Tournament	\$20.50

Senior Citizen Annual Discount Card - \$28.00

Twilight League Fees – Twilight Rate plus \$1.00 per player

Twilight & Super Twilight Schedule

	<u>Twilight</u>	<u>Super Twilight</u>
January 1 – Start of Daylight Savings Time	1:00 pm	3:30 pm
Start of Daylight Savings Time – August 31	3:00 pm	6:00 pm
September 1 – End of Daylight Savings Time	2:00 pm	4:30 pm
End of Daylight Savings Time – December 31	12:30 pm	3:00 pm

A minimum of 10% of green fees paid is also accumulated into the Golf Course Capital Improvement Fund used for golf course and facility upgrades. We thank you.

County of Los Angeles Department of Parks and Recreation (EXHIBIT G)



GOLF COURSE GREEN FEE RATES

Effective February 1, 2013

Regulation - 9 Holes



**Fees include golfer's contributions to the Golf Course Improvement Fund
Used exclusively for golf course improvements**

<u>Weekdays</u>	<u>Rates</u>	<u>Weekends & Holidays</u>	<u>Rates</u>
9 Holes	\$16.50	9 Holes	\$20.25
Twilight	\$12.25	Twilight	\$14.75
Super Twilight	\$7.50	Super Twilight	\$9.50
Senior Citizen	\$10.50	Senior Citizen	NA
Junior	\$3.75	Junior	\$5.00
Replay	\$8.75	Replay	\$11.25
Replay Senior Citizen	\$2.50	Replay Senior Citizen	NA
Replay Junior	\$1.00	Replay Junior	\$2.00
Tournament (9 Holes)	\$17.25	Tournament (9 Holes)	\$22.00
Tournament (18 Holes)	\$26.50	Tournament (18 Holes)	\$35.25

Senior Citizen Annual Discount Card - \$28.00

Twilight League Fees – Twilight Rate plus \$1.00 per player

Twilight & Super Twilight Schedule

	<u>Twilight</u>	<u>Super Twilight</u>
January 1 – Start of Daylight Savings Time	1:00 pm	3:30 pm
Start of Daylight Savings Time – August 31	3:00 pm	6:00 pm
September 1 – End of Daylight Savings Time	2:00 pm	4:30 pm
End of Daylight Savings Time – December 31	12:30 pm	3:00 pm

A minimum of 10% of green fees paid is accumulated into the Golf Course Capital Improvement Fund used for golf course and facility upgrades. We thank you.

**County of Los Angeles Department of Parks and Recreation
Golf Operations – 301 North Baldwin Avenue, Arcadia, CA 91007 (626) 821-4650**



GOLF COURSE GREEN FEE RATES

Effective February 1, 2013



Par 3 - 9 Holes

**Fees include golfer's contributions to the Golf Course Improvement Fund
Used exclusively for golf course improvements**

<u>Weekdays</u>	<u>Rates</u>	<u>Weekends & Holidays</u>	<u>Rates</u>
9 Holes	\$6.50	9 Holes	\$8.50
Senior Citizen	\$4.50	Senior Citizen	NA
Junior	\$1.75	Junior	\$2.25

County of Los Angeles Department of Parks and Recreation
Golf Operations – 301 North Baldwin Avenue, Arcadia, CA 91007 (626) 821-4650

EXHIBIT I

OBSERVED HOLIDAYS AT COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION GOLF COURSES

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Friday After Thanksgiving Day
10. Christmas Day

Note: If the Holiday falls on a Saturday, the observed date shall be the preceding Friday. If the Holiday falls on a Sunday, the observed date shall be the following Monday.

GOLF COURSE ETIQUETTE

In the interest of all golfers using County golf courses, certain rules of etiquette are necessary by the golfers relative to protecting and preserving the quality of maintenance of the golf course in order to ensure the enjoyment of the best playing conditions. All golfers will have the opportunity of making play more pleasant for other patrons by honoring the following suggestions:

1. All fairway, tee and rough divots will be replaced by the golfer; roots will be replaced and then pressed with the foot so the grass may grow again and prevent a bad lie for the following golfer.
2. Ball marks on the green will be repaired by the players by lifting and bringing together the turf with a golf tee or an acceptable hand device.
3. High heeled shoes and rubber cleated shoes will not be permitted on the golf course or practice putting greens at any time. Soft spikes are preferable.
4. Players will mark a ball on the green with a coin or other accepted golf marker but will not scratch or dig into the green. Golfers should walk carefully on the green to prevent scuffing the turf with their spikes. Lift the feet while walking and do not drag spikes.
5. Extreme care should be exercised when removing or replacing the flag stick so as not to damage the turf around the lip of the cup. The flag stick should be laid carefully and gently on the green during the putting period. Players will not use the flag stick as a rest or press it into the green.
6. Only a putter will be used to putt on the green; golfers will not intentionally drop or toss a putter on the green nor lean on their putters on the putting surface.
7. After putting out, the golfer will not flip the ball out of the cup with his putter; players will not drop their bags on the putting surface or apron of the green. Golfers will not carry their bag across a green; they are to walk around the green.
8. Golfers will not lay or toss lit or unlit cigarettes or cigars or matches on the greens or aprons.

9. Players should not step within 12" of the cup at any time after putting. Footprints on the green within this area will cause a putt to roll off line and also cause damage and compaction to the turf.
10. A ball hit to the wrong green must be picked up and dropped off the green to the nearest point of relief, no closer to the hole being played, without penalty.
11. All youngsters shall be kept under strict supervision when using any facility at a given course.
12. Golfers will respect all signs and traffic control measures at all times.
13. Practice on tees, fairways and a green is prohibited at all times. Golf practice is limited to the driving range and other areas designated for that purpose.
14. Players should not walk through sand bunkers. Walk around the sand bunker unless the ball is to be played out. Golfers should enter the sand bunker at the point closest to their ball and/or where the sand bunker is the lowest. Enter and leave the sand bunker with the least disturbance to the turf and sand.
15. After playing from a sand bunker, the golfer should carefully smooth the sand with a provided hand rake in consideration of other golfers. Return the rake in the sand at the edge of the sand bunker.
16. Players, except those with disabilities, are prohibited from pulling handcarts (electric or manual), or riding motorized golf carts across the green or into sand bunkers.
17. Players, except those with disabilities shall keep pull carts, single electric hand carts and motorized golf carts at least 30 feet from the edge of the greens and all teeing surfaces.
18. No person is permitted to ride or drive a vehicle on the golf course unless it pertains to the game of golf or maintenance of the golf course, except when it is an individual auxiliary vehicle of a player with disability.
19. Try to leave the golf course in a condition better than the way you found it.
20. Golfers with disabilities should not be addressed by the staff and golf club members by using the individual's disability as a descriptive phrase. Phrases to avoid include, but are not limited to:
 - *The golfer with a disability...*
 - *The golfer in a wheelchair...*
 - *The golfer who is blind or sight impaired...*
 - *The golfer who is deaf...*

MOTORIZED GOLF CART OPERATIONS

1. Check prior to starting to see if the golf cart is set to go forward or backward and make the required adjustment if necessary.
2. Start the golf cart only after all the players in the group have completed their drive from the tee. Do not drive out ahead of the ball that is closest to the tee. Never keep driving when a golfer in your group is playing a shot.
3. Stop even with the ball and on the same side that you or your fellow rider's clubs are carried depending on who is playing the shot. The golfer should park the golf cart reasonably close to the ball to be played so the golfer may study the shot, make a club selection or change clubs without undue delay of game.
4. Take two or three golf clubs if the distance to the green is not easily discerned when the golf cart must be parked a distance from your ball. This avoids return trips to the cart and speeds play.
5. To the greatest extent possible, use available cart paths, particularly near tees and greens.
6. Park the golf cart in the rough when searching for a lost ball so as not to interfere with following golfers who may be asked to play through.
7. With the exception of players with disabilities, never park in front of a green when putting. Always park on available cart paths. If none is available, park on the high side of the green, a minimum of 30 feet away, and nearest to the next tee. This speeds play and does not interfere with following group.
8. Be certain that the driver sets the hill brake prior to exiting the cart. Feet are not to be dragged outside the cart; they are to be kept inside until the cart has come to a complete stop. No one is to enter or leave a cart while it is in motion.
9. Do not drive parallel to the top of a hill or rise to encourage a slant position of the golf cart and cause it to overturn. Never make a sharp turn, even on a straight-away. Approach a hill or a rise in a straight line. Turn at the bottom of a hill, go straight and turn slowly and at a wide angle.

TIPS FOR SPEEDING UP PLAY

A. What an individual can do:

1. Try to play at time when you have the best chance of playing rapidly, when the course is least crowded.
2. Select playing companions who also like to concentrate on playing golf, not talking, drinking and eating.
3. Arrange the playing format in the clubhouse or pro shop, not after you get on the first tee.
4. Have a game plan for how you want to play the course.
5. Carry several spare balls.
6. Take no mulligans or practice shots.
7. Decide what club you will need to use before you get to the ball.
8. Be thinking about your next shot, where to place your bag or handcart, or where to park your cart.
9. Be prepared to play when it is your turn – select your club, line-up your shot or study your putt, make your practice swings while others are playing. When it is your turn, address your ball and hit it.
10. Walk briskly. You get more exercise!
11. Don't stop with playing partners while they hit. Go on to your own ball if you're not in danger of getting hit.
12. Watch where you hit your own ball, so it can be found quickly. If in doubt, hit a provisional.
13. Learn how far you can hit the ball with each club.
14. Watch the action of other putts to learn about speed and break on the greens.

15. Play the ball as it lies at all times. No winter rules unless turf conditions warrant it.
16. Repair ball marks and divots while waiting for other players, not while it's your turn.
17. Mark your scores as you walk or after you arrive at the next tee – not on the green you just played.
18. Be conscious of the lost ball rules in looking for a lost ball. Only the player should spend time looking, while others hit.
19. Do not stop to give a playing lesson to others in your group.
20. Learn the rules of golf, both local and USGA.

B. What groups can do:

1. Forget honors – first person off the green and on the next tee, should tee off.
2. Play when ready in fairway, even simultaneously, so long as you don't interfere with other players.
3. Be aware of where you should drive the ball by observing the yardage markers.
4. Putt when ready. Do not wait for the outside player, if that person is not ready.
5. Shorter distance players hit first, as soon as the group ahead is out of range.
6. If the group behind is pressing you, wave them through, then speed up your play.
7. Only one person should look for a lost ball in the rough or out-of-bounds, and only for two (2) minutes.
8. If two are riding, the player first to hit should make a club selection, then take two more clubs – one longer and one shorter. While the first player is preparing to hit, the other player rides to the other ball. Do not wait for each other.
9. Park the cart in direct line from green to next tee.

10. At the green, the driver should bring other player's putter, if other player doesn't already have it.
11. When driving from hole-to-hole, notice the flag stick placement on other greens that you will be playing on later.
12. Read directional signs and other notices that will help you with club selection, where to go next, etc. Most score cards give you additional information about the course, and local rules to help speedup play.

**PROCEDURES FOR COMPLETING AND ISSUING
GOLF CART RENTAL AGREEMENTS**

A. Responsibilities of the Golf Operations Office

1. The Golf Operations office shall be responsible for supplying, issuing and maintaining a summary log of the Golf Cart Rental Agreements given to each golf course.
2. The Golf Operations office shall prepare, sign and issue a Departmental Property Transfer Receipt when supplying Golf Cart Rental Agreements. The number sequence (from ____ to ____) shall be included and it shall be signed by the designated Pro Shop staff.
3. A copy of the Property Transfer receipt shall be kept with the records at the golf course.
4. The Golf Operations office shall maintain a Golf Cart Rental Agreement Log indicating the sequence number in stock for each golf course. When Golf Cart Rental Agreements are issued, the date and sequence number will be noted on the log.
5. The Golf Operations office shall keep an adequate supply of Golf Cart Rental Agreements available on hand at all times in a secured area. In order to maintain control of the forms, the Golf Operations office shall normally issue a six (6) month supply to each golf course.

Note: It may require three (3) months or more to reorder a supply for any one (1) course. Therefore, the Golf Operations office shall customarily maintain at least a three (3) month supply; Meet regularly with the operator to determine the number of receipts issued and confirm a prior use pattern. This will aid the Golf Operations office in identifying when to reorder an additional supply.

B. Responsibilities of the Golf Course Management

1. The pro shop personnel shall sign the Property Transfer Form indicating personal receipt and verification of the sequentially numbered Golf Cart Rental agreements.

2. Golf course management shall maintain an adequate supply of Golf Cart Rental Agreements in a secured area and notify the Golf Operations office in a secured area and notify the Golf Operations office in advance of the supply being exhausted.
3. Only valid County issued Cart Rental Agreement forms are to be used.
4. Golf course management shall issue a receipt in sequential order whenever a golf cart is used for golf play. If a golf cart fails to operate properly during play and a substitute cart is provided, then the pro shop staff shall be responsible for changing the cart number on the golfers receipt. Do not issue a new receipt.
5. The duplicate journal is to be retained by the golf course management in sequential order for the day issued and secured to the daily cash register transaction tape each time the cash register is totaled.
6. The journal of the Golf Cart Rental receipt transaction tape and the copy of the property transfer receipt shall be retained for a period to coincide with the County's audit of the golf course accounting records. Since the Golf Cart Rental Agreements are considered part of the accounting records they are subject to the periodic audits by the County.
7. All original (White Copy) voided receipts shall be retained. Missing receipts will be included in the County's calculation of gross cart rental receipts at the maximum allowable rental charge.
8. Golf course management shall identify the sequence of numbers issued for that reporting period on the Monthly Revenue Statement. The beginning number of the month must accurately follow the preceding month's ending number. Any break in the numerical sequence shall be explained on the Monthly Revenue Statement.

C. Instructions for Completing Golf Cart Rental Agreements

1. Check either 18 or 9 hole round of play.
2. Check either single or double rider.
3. Enter Cart number.
4. Enter fee. If no fee is being charged, enter no charge (N/C)
5. Enter date
6. Enter the Transaction Number (TXN). The transaction number is taken from the cash register (Golf Cart Rental Transaction Key) receipt issued to

the golfer. The amount of the fee entered on the golf cart rental agreement shall coincide with the amount collected and entered on the cash register transaction receipt. For no charge situations enter "0" on the cash register receipt and then record the transaction numbers. All Cart Rental Agreements shall have a transaction number. There are no exceptions.

7. Check Cash (Ch), Check (Ck), or Credit Card (CC) as to the method of payment.
8. Advise golfer to read and understand the agreement, instructions and conditions of use of the cart.
9. Have golfer sign the agreement.
10. Enter sequence number.
11. Original (White Copy) is to be given to the golfer. The golfer must retain the copy while operating the cart on the course. The journal shall be retained by the golf course management.

**GOLF COURSE MANAGEMENT LEASE - CAPITAL IMPROVEMENT PROGRAM
COST DETAIL AND PROJECT APPROVAL FORM**

EXHIBIT N

_____ GOLF COURSE _____ PROJECT TITLE

MATERIAL DESCRIPTION:

_____ Cost: \$ _____
 _____ Cost: \$ _____
 _____ Cost: \$ _____
 TOTAL MATERIAL COST: \$ _____

EQUIPMENT RENTAL DESCRIPTION:

_____ Cost: \$ _____
 _____ Cost: \$ _____
 _____ Cost: \$ _____
 TOTAL EQUIPMENT RENTAL COST: \$ _____

LABOR PERFORMED BY LESSEE:

Supervision - Number of hours: _____ x \$ _____ per hour = \$ _____
 General Labor - Number of hours: _____ x \$ _____ per hour = \$ _____
 TOTAL LESSEE LABOR COST: \$ _____

CONTRACTED SERVICES DESCRIPTION:

_____ Cost: \$ _____
 _____ Cost: \$ _____
 _____ Cost: \$ _____
 TOTAL CONTRACTED SERVICE COST: \$ _____

GRAND TOTAL: \$ _____

For Department Use Only

Project Approval and Authorized Disbursement

 Tewfik Abdelkerim Date
 Golf Project Coordinator

 Jorge Badel Date
 Senior Golf Director

 Robert Maycumber Date
 Deputy Director - Administrative Services

 John Wicker Date
 Chief Deputy

Grand Total:	\$ _____
Contingency Amount:	\$ _____
at plus _____ %	
Total Authorized Disbursement	\$ _____

SAMPLE COUNTY FORMS

NON-EMPLOYEE INJURY REPORT – 2 Pages

NON-EMPLOYEE PROPERTY DAMAGE REPORT – 1 Page

EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS – 1 Page

VEHICLE ACCIDENT OR INCIDENT – 2 Pages

GOLF CART RENTAL RECEIPT AND AGREEMENT – 1 Page

GOLF CART RENTAL RECEIPT JOURNAL – 1 Page

TOURNAMENT AGREEMENT – 1 Page

SENIOR CITIZEN IDENTIFICATION CARD – 1 Page

ADA SIGNS – 2 Pages, English and Spanish

ADA COMPLAINT FORM – 2 Pages

**COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT**

Dept. Name: _____ Dept. #: _____

DIV. or Facility: _____

SECTION: _____

IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employees, however, minor, while on County property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE:

1. Name _____
(Last Name) (First Name) (Middle Name)

2. Address _____

3. Age _____

4. Sex Male Female

If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____
(Name of County Facility, Bldg., Street Number) (City or Town)

6. Location in building _____
(In detail: Bldg., Floor, Room No.)

7. Date of occurrence _____ Hour _____ AM/PM 8. Weather: _____ Clear _____ Rain

POLICE REPORT Yes No POLICE AGENCY REPORTING _____ STATION _____ DEPT. #: _____

DESCRIPTION OF INCIDENT:

9. What was employee doing? _____

10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury:

(If necessary, continue on separate sheet)

11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____

12. Was there any defect or foreign substance or object involved? If so, describe: _____

13. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion:

TREATMENT GIVEN:

15. Was treatment given to the injured person by County Personnel? _____ By whom? _____

Type of Treatment: _____

16. Was ambulance called? _____ Which company _____ By whom? _____

17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

(Note: Attach additional pages if needed)

18. Statement of injured as to what happened: _____

19. Witness No. 1: Name: _____
(Last Name) (First Name) (Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

20. Witness No. 2: Name: _____
(Last Name) (First Name) (Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

Date Report Prepared: _____

Prepared by: _____ Phone: _____

(Print Name)

Dept. _____

(Title)

(Signature)

COUNTY OF LOS ANGELES
COUNTY COUNSEL
DEPARTMENT OF PARKS & RECREATION

PREPARE IN DUPLICATE
1 - County Counsel Area File
1 - County Counsel Personnel Div./Safety

NON-EMPLOYEE PROPERTY DAMAGE REPORT
(For County Counsel use Only)

Incidents involving damage to non-employee property must be reported, however minor. This includes activities under our supervision whether on or off County property. NOTE: Copies of this report shall not be released to individuals or organizations without approval of County Counsel.

Area _____ Date _____
Address _____ City _____

PROPERTY OWNER:

1. Name _____ *E M & I*
2. Home Address _____ Telephone () _____

DAMAGES INCURRED:

4. Date of Damage _____ Hour _____ a.m. [] p.m. []
5. Place of Damage _____

6. What was Damage? (Explain) _____

How did Damage Occur? _____

8. Was Damage Inspected? Yes [] No [] By Whom _____
(Name) (Title)

INJURIES:

9. Did Damage result in personal injury? Yes [] No []
10. Was P&R 10 completed? Yes [] No []

WITNESSES: (Team manager, referee, recreation leader, lifeguard, maintenance man or other persons if available)

11. _____
(Name) (Address) (City)
12. _____
(Name) (Address) (City)

NOTE: List any additional witnesses' names and addresses on the reverse side. Attach witnesses' statements to report or use reverse of form.)

13. What protective measures are needed or required to prevent damages of this type? _____

Signed _____
(Name) (Title) (Date)

15. Reviewed _____
(Section Head) (Title) (Date)

NOTE: Draw a diagram of the accident location showing position of witnesses and damage on the reverse side.

County of Los Angeles Legally Uninsured EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUPERVISOR. 1) Use this form to report all injuries and illnesses to the Safety Office.
 SAFETY OFFICE. 2) Report fatal or serious injuries and illnesses immediately to the Safety Office.
 3) SEND: Original and one copy to: FIRM Solutions, P.O. Box 19775, Irvine, CA 92713
 4) Retain two copies, one for your files, second for establishments.

EMPLOYEE NO. _____
 MEGA FLEX _____
 YES NO

OSHA Case No. _____
 Fatality

any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury/illness, or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.

EMPLOYER	1. FIRM NAME County of Los Angeles	1A. DEPT. CODE NO.	DO NOT USE THIS COLUMN
	2. MAILING ADDRESS (Number and Street, City, ZIP)	2A. PHONE NUMBER	Case No.
	3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, Zip)	3A. ESTABLISHMENT CODE	Ownership
	4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc.	5. STATE UNEMPLOYMENT INSURANCE ACCT. NO. 944-0503-02	Industry
6. TYPE OF EMPLOYER <input type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> School District <input type="checkbox"/> Other government - specify: _____			Occupation

EMPLOYEE	7. EMPLOYEE NAME	8. SOCIAL SECURITY NUMBER	9. DATE OF BIRTH (mm/dd/yy)	Sex	
	10. HOME ADDRESS (Number and Street, City, Zip)		10A. PHONE NUMBER	Age	
	11. SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	12. OCCUPATION (Regular job title - NO initials, abbreviations or numbers)		13. DATE OF HIRE (mm/dd/yy)	Daily hours
	14. EMPLOYEE USUALLY WORKS hours per day _____ days per week _____ total weekly hours _____	14A. EMPLOYMENT STATUS (check applicable status at time of injury) regular full-time _____ part-time _____ temporary _____ seasonal _____		14B. JOB ITEM NO.	Days per week
15. GROSS WAGES/SALARY \$ _____ per _____		16. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g., tips, meals, lodging, overtime, bonuses, etc.)? <input type="checkbox"/> Yes, \$ _____ per _____ <input type="checkbox"/> No		Weekly hours	

17. DATE OF INJURY OR ONSET OF ILLNESS (mm/dd/yy)	18. TIME INJURY/ILLNESS OCCURRED _____ A.M. _____ P.M.	19. TIME EMPLOYEE BEGAN WORK _____ A.M. _____ P.M.	20. IF EMPLOYEE DIED, DATE OF DEATH (mm/dd/yy)	Weekly wage
21. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? <input type="checkbox"/> Yes <input type="checkbox"/> No		22. DATE LAST WORKED (mm/dd/yy)	23. DATE RETURNED TO WORK (mm/dd/yy)	24. IF STILL OFF WORK CHECK THIS BOX <input type="checkbox"/>

25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED? <input type="checkbox"/> Yes <input type="checkbox"/> No	26. SALARY BEING CONTINUED? <input type="checkbox"/> Yes <input type="checkbox"/> No	27. DATE OF EMPLOYER'S KNOWLEDGE/NOTICE OF INJURY/ILLNESS (mm/dd/yy)	28. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm/dd/yy)	Nature of injury
--	--	--	---	------------------

29. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available, e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning.			Part of body
30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number, Street, City)	30A. COUNTY	30B. ON EMPLOYER'S PREMISES? <input type="checkbox"/> Yes <input type="checkbox"/> No	Source

31. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g., shipping department, machine shop.	32. OTHER WORKERS INJURED/ILL IN THIS EVENT? <input type="checkbox"/> Yes <input type="checkbox"/> No	Event
---	--	-------

33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold.	Sec. Source
--	-------------

34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes onto truck.	Extent of injury
--	------------------

35. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS, e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY.

36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)	36A. PHONE NUMBER
37. IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)	37A. PHONE NUMBER

COMPLETED BY (type or print)	SIGNATURE	TITLE	DATE
------------------------------	-----------	-------	------

SEND REPORT IMMEDIATELY TO CLAIMS UNIT AFTER INJURY OR ILLNESS. DO NOT WAIT FOR DOCTOR'S REPORT. FILING OF THIS REPORT IS NOT AN ADMISSION OF LIABILITY

COUNTY OF LOS ANGELES REPORT OF VEHICLE COLLISION or INCIDENT

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO CARL WARREN & CO. (818) 247-2206

Prepared for County Council in defense of the County, Special Districts and Employees

		VEHICLE DRIVEN BY EMPLOYEE (check one)			
Name: _____ Dept. #: _____		<input type="checkbox"/> COUNTY VEHICLE <small>(Includes Veh. leased or rented by CO.)</small>		<input type="checkbox"/> EMPLOYEE'S VEHICLE	
DIV. or Facility: _____		Equal No: _____		Insurance Co: _____	
SECTION: _____		License No: _____		Policy No: _____	
IRIS Code #: _____		Permittee: <input type="checkbox"/> Yes <input type="checkbox"/> No		CONTRACT CITIES SERVICES <input type="checkbox"/> YES <input type="checkbox"/> NO <small>If yes, name of contract city: _____</small>	
POLICE REPORT <input type="checkbox"/> YES <input type="checkbox"/> NO		POLICE AGENCY REPORTING _____		STATION _____ REPORT # _____	
INCIDENT DATE _____ CITY _____ ON _____ AT _____		<small>(Street or Highway) (Intersection or Address)</small>			
HOUR _____ AM _____ PM _____ OF AREA _____					
COUNTY DRIVER (1)	DRIVER: _____ Job Title _____ Driver's Lic. No. _____				
	Address: Home _____ Phone _____				
	Work Location _____ Phone _____ Ext. _____				
	VEHICLE: Year _____ Make _____ Model or Type _____ Lic. No. _____		Parts Damaged _____		
	PASSENGER: _____ CO. Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		PASSENGER: _____ CO. Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Name _____		Name _____		
Home Address _____ (Street) _____ (City) _____		Home Address _____ (Street) _____ (City) _____			
Phone: Work _____ Home _____		Phone: Work _____ Home _____			
OTHER DRIVER (2)	DRIVER _____				
	DRIVER'S LICENSE NO. _____ STATE _____ INSURANCE CO. _____ POLICY # _____				
	EMPLOYER _____ <small>(Name of Person, Company or Organization) (Address) (City) (State) (Zip Code) (Phone)</small>				
	VEHICLE _____ <small>(Year) (Make) (Model or Type)</small> Veh. Lic. No. _____ <small>(Year) (Number) (State)</small>				
	PARTS DAMAGED _____				
	REGISTERED OWNER _____ <small>(Name) (Address) (City) (State) (Zip Code) (Phone)</small>				
	PASSENGER: _____		PASSENGER: _____		
	Name _____		Name _____		
Home Address _____ (Street) _____ (City) _____		Home Address _____ (Street) _____ (City) _____			
Phone: Work _____ Home _____		Phone: Work _____ Home _____			
OTHER DRIVER (3)	DRIVER _____				
	DRIVER'S LICENSE NO. _____ STATE _____ INSURANCE CO. _____ POLICY # _____				
	EMPLOYER _____ <small>(Name of Person, Company or Organization) (Address) (City) (State) (Zip Code) (Phone)</small>				
	VEHICLE _____ <small>(Year) (Make) (Model or Type)</small> Veh. Lic. No. _____ <small>(Year) (Number) (State)</small>				
	PARTS DAMAGED _____				
	REGISTERED OWNER _____ <small>(Name) (Address) (City) (State) (Zip Code) (Phone)</small>				
	PASSENGER: _____		PASSENGER: _____		
	Name _____		Name _____		
Home Address _____ (Street) _____ (City) _____		Home Address _____ (Street) _____ (City) _____			
Phone: Work _____ Home _____		Phone: Work _____ Home _____			
INJURED / WITNESSES	Check one: <input type="checkbox"/> INJURED <input type="checkbox"/> WITNESS <input type="checkbox"/> FATALITY				
	NAME _____ PHONE _____		NATURE OF INJURY _____		
	ADDRESS _____		TAKEN TO _____		
INJURED / WITNESSES	Check one: <input type="checkbox"/> INJURED <input type="checkbox"/> WITNESS <input type="checkbox"/> FATALITY				
	NAME _____ PHONE _____		NATURE OF INJURY _____		
	ADDRESS _____		TAKEN TO _____		
INJURED / WITNESSES	Check one: <input type="checkbox"/> INJURED <input type="checkbox"/> WITNESS <input type="checkbox"/> FATALITY				
	NAME _____ PHONE _____		NATURE OF INJURY _____		
	ADDRESS _____		TAKEN TO _____		
INJURED / WITNESSES	Check one: <input type="checkbox"/> INJURED <input type="checkbox"/> WITNESS <input type="checkbox"/> FATALITY				
	NAME _____ PHONE _____		NATURE OF INJURY _____		
	ADDRESS _____		TAKEN TO _____		

INSTRUCTIONS: Complete form within 24 hours of vehicle collision and submit to your supervisor.
 If more space is needed to completely answer any category on this form, attach an additional sheet.

 INDICATE NORTH

DRAW A DIAGRAM AND SHOW HOW COLLISION OCCURRED
 Show your Vehicle as 1 the other Vehicles as 2, 3, etc.

SHOW the location and position of Vehicle(s) at point of impact.
 SHOW the name of the street(s) and location of stop signs, signals.
 STATE number of lanes and length of skidmarks.

Co. Vehicles involved _____

EXPLAIN CLEARLY HOW COLLISION OCCURRED. USE ADDITIONAL SHEETS IF NECESSARY (IF SHERIFF DEPT., STATE IF MDT RELATED?)

DISTRIBUTION:

Department procedure for distribution to be followed; copies must be forwarded to the following:

ORIG. & 1 COPY: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116
 1 COPY - (If CO. Vehicle damaged) Internal Services Dept., 1100 N. Eastern Ave., Room 210, L.A. 90063
 (Not applicable for Road and Flood Control Vehicles)

(9) WEATHER

- Clear
- Rain
- Fog
- Dusty
- Snow
- Heavy Smog
- Other

(11) EVASIVE ACTION

- by CO. Driver
- Locked Brakes
 - Hard Brakes
 - Slowed/Stopped
 - Steered Away
 - Accelerated
 - None
 - Other

(1) LOCALITY

- Rural-Hwy/Roadway
- Residential
- Business/Shopping
- Freeway
- Motor Way (Mtn.)
- Open Field
- Private Road
- Other

(3) MOVEMENT

- 1 2
- Straight Ahead
 - Lane Change
 - Making Right Turn
 - Making Left Turn
 - Standing
 - Parked
 - Backing
 - Rolling Back
 - Moving Unattended

(5) AMOUNT OF TRAFFIC

- No Other
- Light
- Medium
- Heavy-Flowing
- Congested

(7) ROAD SURFACE

- Concrete
- Asphalt
- Oiled/Gravel
- Unpaved
- Other

(2) OPERATING AREA

- Non-intersection
- Nearing Intersection
- In Intersection
- Leaving Intersection
- Entering Driveway
- Leaving Driveway
- Construction Zone
- Parking/Bus. Lot
- Other

(4) TRAFFIC CONTROLS

- None Present
- Green Signal
- Yellow Signal
- Red Signal
- Flashing Signal
- Stop Sign
- Warning Sign
- Construction Sign
- Other

(6) TERRAIN

- Level
- Upgrade
- Downgrade
- Hill Crest
- Dip

(8) VISIBILITY

- Good
- Fair
- Poor
- Very Poor

(10) ROAD CONDITION

- Dry
- Wet
- Muddy
- Snowy or Icy

(12) SAFETY BELTS

- Installed, Not Worn
- Installed and Worn
- Not Installed
- Vehicle Unoccupied

(13) EMERGENCY RESPONSE

(Applies to Vehicle driven by employee)

Were red lights and siren activated? Yes No

County Drivers Item No. _____ Employee No. _____ Age _____

Total Yrs. Driv. _____ Total Yrs. Driv. for CO. _____ Total Yrs. this type Veh. _____

SIGNATURE OF EMPLOYEE _____ DATE _____

SIGNATURE OF SUPERVISOR _____ DATE _____

 DATE _____

RECEIPT NO.	18 HOLES	9 HOLES	SINGLE	DOUBLE	CART NO.	\$ FEE	\$ REFUND	DATE	Transaction No.	STARTERS INITIALS

RECEIPT NO. 442826

ELECTRIC CART DAILY RENTAL AGREEMENT

For and in consideration of the rental of a golf cart to me, I promise and agree to return the golf cart immediately following the completion of 18 or 9 holes of play in as good condition as I received it, normal wear excepted.

I promise and agree to pay for any damages that are sustained to the golf cart while in my possession. I also agree to be personally responsible for any bodily injury and/or property damage by reason of the use of the cart during this possession. I promise and further agree to hold officers, the employees or agents of the County of Los Angeles, the operators of the golf course and the owners of the cart free and harmless from any and all claims for injury or damages of any nature whatsoever, whether to myself or others that may arise from or through the use of the golf cart.

I represent that I am familiar with the operation and use of the golf cart and that I have read and understand the instructions appearing below and any instructions appearing on the golf cart. I further represent that I can operate and control the cart in accordance with these instructions.

The County of Los Angeles is not responsible for injury to players or damage to equipment, and reserves the right to reject any player from the golf course or premises. Registered players only allowed on the golf course.

INSTRUCTIONS

- 1) Only two persons and two sets of clubs allowed on the cart at any time.
- 2) Golf carts must be kept at least 30 feet from the greens, aprons and tees and at least 10 feet away from sand traps when not on a paved cart path.
- 3) Carts must be driven on cart paths except where otherwise authorized. Posted signs for control of carts must be observed.
- 4) No person may sit on the back of a cart or stand on cart bumpers.
- 5) Operator shall keep a firm grip on the steering tiller or wheel and all occupants shall keep feet within the cart at all times.
- 6) Operator will set parking brake when not in cart.
- 7) Carts shall not be driven or pulled through wet or muddy greens, over sprinkler heads or on the side of steep hills.
- 8) Drive carefully. Do not spin wheels.
- 9) No minors permitted to operate this cart at any time.
- 10) The course reserves the right to refuse the use of this cart to any person or persons abusing this cart or not following the above rules.

RECEIPT NO.

26301

WHITTIER NARROWS COUNTY GOLF COURSE ROSEMEAD, CALIFORNIA

ELECTRIC CART DAILY RENTAL AGREEMENT

For and in consideration of the rental of a golf cart to me, I promise and agree to return the golf cart immediately following the completion of my play in as good condition as I received it, normal wear excepted.

I promise and agree to pay for any damages that are sustained to the golf cart while in my possession. I also agree to be personally liable for any bodily injury and/or property damage by reason of the use of the cart during the possession. I promise and further agree to hold harmless the employees of the County of Los Angeles, the operators of the golf course and the owners of the cart free and harmless from any and all claims for injury or damage of any nature whatsoever, whether to myself or others that may arise from or through the use of the golf cart.

I represent that I am familiar with the operation and use of the golf cart and that I have read and understand the instructions appearing below and any instructions appearing on the golf cart. I further represent that I can operate and control the cart in accordance with these instructions.

RECEIPT NO.	18 HOLES	9 HOLES	SIN-GLER	DOU-BLE	CART NO.	FEE	REFUND	DATE	Transaction No.	STARTERS INITIALS	SIGNATURE	AUDITOR USE ONLY	AUDITOR APPROVAL
1						\$	\$						
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
TOTALS													

PREPARED BY _____ AM

COMMENTS (USE BACK FOR ADDITIONAL EXPLANATION): _____

PREPARED BY _____ PM

APPROVED BY _____

GOLF COURSE TOURNAMENT AGREEMENT

Golf Course: _____

Address: _____

TOURNAMENT RESERVATION APPROVAL	
(to be filled in by Golf Course Manager)	
Name of Organization _____	Tournament Date _____
First starting time _____	Number of Players _____
FEE COMPUTATION	
A. Exclusive Use _____ B. Prepaid Use _____ Non-Prepaid Use _____	DEPOSIT _____ Amount Received _____
Number of players _____	Date Received _____ Valid I.D. _____
Weekday fee @ _____ = _____	TOURNAMENT FEE _____ Amount Received _____
Weekend fee @ _____ = _____	Date Received _____ Check _____ M.O. _____ Cash _____
Tournament fee @ _____ = _____	REFUND (see item #13 below)
Total = _____	Amount Paid \$ _____
Less Deposit = _____	Department receipt number _____
TOURNAMENT FEE DUE = _____	Reason: _____
Tournament fee must be received prior to the tournament date. (see item 14 Below)	_____
Golf Course Manager's Signature _____	Golf Course Manager's Signature _____

TOURNAMENT CATEGORIES (check one)

- A. EXCLUSIVE USE:** Permits use of golf course for entire day (except for country club/restaurant and golf pro-shop) The lessee must possess a comprehensive liability insurance policy for \$1,000,000 naming the county as co-insured.
- B. PRE-PAID USE:** Permits use of golf course for those starting times reserved by the lessee.
- C. NON-PAID USE:** Permits use of golf course for professional golf association purposes only. Reservation for non-prepaid use must be made at least fifteen (15) days prior to tournament date. All participants must pay green fees on date of tournament including no-shows.

Categories A & B: Tournament fee must be paid at least fifteen (15) days prior to the tournament date. No tournament will be held if payment is not made. **Category C** payment is made on the day of tournament. A tournament fee for categories B & C must be paid in addition to prevailing green fee rate.

APPLICANT'S CONFIRMATION

A \$100 NON-REFUNDABLE DEPOSIT MUST BE SUBMITTED WITH YOUR CONFIRMATION TO RESERVE A DATE. Home men and women's clubs are exempt. The deposit amount is applied toward your tournament fee as shown in FEE COMPUTATION

THE ORIGINAL AND ONE COPY OF THIS COMPLETED AGREEMENT MUST BE RETURNED WITH YOUR DEPOSIT TO THE GOLF COURSE MANAGER BY _____ 19_____. FAILURE TO DO SO WILL RESULT IN THE LOSS OF YOUR TOURNAMENT RESERVATION. TOURNAMENT FEE DUE MUST BE PAID FIFTEEN (15) DAYS PRIOR TO TOURNAMENT DATE.

Tournament Chairperson's name _____ Chairperson's address _____
 Business telephone _____ Home Telephone _____

I have read and understand the categories of the tournament and the terms and condition of this agreement.

Chairperson's Signature: _____ Date: _____

TERMS OF AGREEMENT

1. There are no priorities in request for tournaments. Written requests will be accepted by mail postmarked no earlier than September 1st of each year for tournaments during the following year. Written requests will be submitted to the golf course manager at the particular course desired. All exclusive use tournaments must be approved in writing by the Director of Parks and Recreation.
2. All prevailing County rules and regulations covering the use of the County golf course shall be observed by all participants.
3. The tournament sponsor is liable for personal injury, property damages or repairs resulting from tournament play.
4. All groups of players are expected to play at a speed consistent with playing conditions and observe golf course etiquette and safety factors. Players shall at all times play without undue delay. Any group causing delay to other players maybe required to either pick up and move to the next tee, or allow play though by the foursome behind. Players must keep their position at the tee number ten (10). Those who stop at the clubhouse after nine (9) holes and lose their position, forfeit their priority.
5. The golf course reserves the right to fill any unfilled or late foursomes, included within the tournament group, from the daily call sheet.
6. All tournament must have a tournament agreement requiring multiple reserved starting times with a minimum of 24 players.
7. Tournament organizations must pay for a minimum of 128 players when conducting a shotgun tournament including tournament registration fee.
8. Spectators are permitted on the golf course but must purchase a green fee.
9. Tournament play starting times will be after 10:00 a.m. standard time and after 11:00 a.m. daylight saving time.
10. Student I.D. cards WILL NOT be honored for tournament play.
11. Senior Citizen I.D. cards WILL be honored for tournament play for County approved Senior Citizen Club tournaments only.
12. There will be a \$100 NON-REFUNDABLE deposit required to reserve a tournament date. The deposit will be applied to the tournament green fees.
13. There are no refunds of green fees or rainchecks, unless the golf course is officially closed due to inclement weather or adverse conditions. Refunds may be given only to prepaid or non-prepaid tournaments. During these tournaments, if the golf course is to close, the fees of those present who have not commended to play will be refunded in accordance to County procedures. The decision of the golf course manager or his authorized representative is final.
14. FEES AND CHARGES ARE SUBJECT TO CHANGE WITHOUT PRIOR WRITTEN NOTICE. TOURNAMENT FEES WILL BE BASED UPON GREEN FEE RATES IN EFFECT ON DATE OF TOURNAMENT.
15. The licensee agrees that during the use of Parks and Recreation facilities they will not exclude anyone from participating in, or deny anyone the benefit of, or otherwise subject anyone to discrimination because of the person's race, color or natural origin, age or disability.

TITLE VI COMPLIANCE ... Los Angeles County Department of Parks and Recreation is sub-recipient of Federal Assistance. If you believe you have been subject to discrimination on the basis of race, color, natural origin, age or disability, you may file a complaint with either the Los Angeles County Department of Parks and Recreation, 433 South Vermont Avenue, California 90020, or the Office for Equal Opportunity, United States Department of the Interior, Washington, D.C. 20240.



**COUNTY OF LOS ANGELES
AMERICANS WITH DISABILITIES ACT (ADA)
TITLE II PROGRAM COMPLAINT FORM**

Person completing form (**check one**): Complainant Authorized Representative

Name: _____

Address: _____

Telephone No.: (_____) _____

Email: _____

ALLEGED VIOLATIONS

Describe how the County of Los Angeles has not complied with ADA. Provide sufficient detail to make your complaint clear (attach additional pages if necessary).

REQUESTED ACTION

What actions do you request the County take to correct the alleged ADA non-compliance or discrimination?

Signature

Date

COUNTY OF LOS ANGELES

"To Enrich Lives Through Effective and Caring Service"

**AMERICANS WITH DISABILITIES ACT (ADA)
TITLE II PROGRAM COMPLAINT FORM**

INSTRUCTIONS

The County of Los Angeles (County) has adopted an informal complaint procedure for the resolution of complaints alleging Americans with Disabilities Act (ADA) non-compliance in the provision of its programs, services, and activities.

Complaint Procedure

1. Complaint shall be filed in writing. The complaint must contain the name, address, and telephone number of complainant and a brief description of the alleged County violation(s).
2. Requested corrective action to resolve the alleged violation(s) should be included.
3. All complaints must be signed by the complainant or an authorized representative.
4. Once the complaint form has been completed and signed, please return to:

**County of Los Angeles
Department of Parks and Recreation
Attn.: Patrice Sanders, ADA Coordinator
433 S. Vermont Ave., 2nd Floor
Los Angeles, CA 90020
(213) 738-2970 (Voice)
(213) 427-6118 (TTY)
(213) 7388398(FAX)**

Using this informal complaint procedure is not a requirement under federal regulations nor does it prevent you from filing a complaint with the appropriate federal enforcement agency. Any retaliation, coercion, intimidation, threat, interference, or harassment for filing of a complaint is prohibited and should be reported immediately to the County Office of Parks and Recreation.

ADA NOTICE

Pursuant to the American with Disabilities Act (ADA), the County of Los Angeles Department of Parks and Recreation has designated an ADA Coordinator to effect compliance with the non-discriminatory provisions of the ADA. Upon 3 day request/notice, sign language interpretation and related materials in alternative formats (Braille-transcript, large print, audio-record, video captioning, etc.) or any other accommodations are available for County sponsored activities and events.

This form is available in alternate format upon request.



COUNTY OF LOS ANGELES

POLICY OF NON-DISCRIMINATION ON THE BASIS OF DISABILITY

The County of Los Angeles, Department of Parks & Recreation does not discriminate on the basis of disability in employment or in the admission and access to the services, programs or activities offered to the public.

Pursuant to the Americans with Disabilities Act (ADA) the Department has designated an ADA coordinator to carry out this Department's compliance with the non-discrimination requirements of the ADA. Information concerning the provisions of the ADA and this Department's compliance are available from the Department's ADA coordinator's office at:

DEPARTMENT OF PARKS & RECREATION

433 SOUTH VERMONT AVENUE, LOS ANGELES, CA 90020

ADA COORDINATOR

(213) 738-2970 (VOICE)
(213) 427-6118 (TTY)
(213) 738-6541 (FAX)



This notice and related materials are available in alternate formats with a 3 days advance notice.



CONDADO DE LOS ANGELES

NORMA INDISCRIMINATORIA POR CAUSA DE INCAPACIDAD

El Departamento de Parques y Recreacion del Condado de Los Angeles no discrimina contra las personas incapacitadas en sus prácticas de empleo, o en la admisión y acceso a los servicios, programas o actividades ofrecidas al público.

Según el Acta de los Americanos Incapacitados (Americans with Disabilities Act - ADA), este Departamento ha designado a un coordinador de ADA, para desempeñar el cumplimiento de los requisitos indiscriminatorios del ADA. Para más información referente al cumplimiento de los requisitos del ADA, de este Departamento, comuníquese con la oficina del coordinador de ADA al:

DEPARTAMENTO DE PARQUES Y RECREACION

433 SOUTH VERMONT AVENUE, LOS ANGELES, CA 90020

COORDINADOR DEL ADA

(213) 738-2970 (VOZ)
(213) 427-6118 (TTY)
(213) 738-6541 (FAX)



Este anuncio y documentos referente al ADA estan disponibles en formas alternas cuando se solicitan con 3 días de anticipo.



EXHIBIT B





EXHIBIT C





Los Angeles County Department of Parks and Recreation
GOLF COURSE GREEN FEE RATES
 Effective May 1, 2015



Regulation 18 Holes

Weekdays	29.00
9 Holes	15.00
Twilight	19.00
Super Twilight	13.00
Senior Citizen	16.00 *
Junior	5.00 *
Senior Citizen (9 Holes)	10.00 *
Senior Citizen (after 12:00 pm)	12.00 *
Junior (9 Holes)	4.50 *
Shotgun per player (WD)	52.00
Shotgun per player (WE)	69.00
Weekends & Holidays	38.50
9 Holes	20.00
Twilight	23.75
Super Twilight	16.75
Junior	9.00 *
Junior (9 holes)	8.50 *

Par 3 - 18 Holes

Weekdays	13.75
9 Holes	8.25
Twilight	10.75
Super Twilight	6.75
Senior Citizen	8.25 *
Senior Citizen (9 Holes)	5.75 *
Senior Citizen (after 12:00 pm)	5.50 *
Junior	2.75 *
Junior (9 Holes)	2.25 *
Weekends & Holidays	17.00
9 Holes	9.25
Twilight	12.00
Super Twilight	8.00
Junior	4.00 *
Junior (9 holes)	3.50 *

Par 3 - 9 Holes

Weekdays	6.75
Senior Citizen	4.75 *
Junior	1.75 *
Weekends & Holidays	9.00
Junior	2.25 *

Regulation 9 Holes

Weekdays	17.25
Twilight	12.75
Senior Citizen	11.25 *
Senior Citizen (after 12:00 pm)	8.25 *
Super Twilight	7.50
Junior	3.75 *
Weekends & Holidays	21.00
Twilight	15.25
Super Twilight	9.50
Junior	5.00 *
Replay	
<u>Weekdays</u>	9.25
Senior Citizen	2.75 *
Junior	1.00 *
<u>Weekends & Holidays</u>	11.75
Junior	2.00 *

Executive

Weekdays	24.00
9 Holes	12.00
Twilight	16.00
Super Twilight	11.50
Senior Citizen	13.00 *
Junior	4.25 *
Senior Citizen (9 Holes)	8.75 *
Senior Citizen (after 12:00 pm)	9.50 *
Junior (9 Holes)	3.75 *
Shotgun per player (WD)	45.00
Shotgun per player (WE)	60.00
Weekends & Holidays	31.50
9 Holes	15.00
Twilight	18.00
Super Twilight	11.75
Junior	7.00 *
Junior (9 holes)	6.50 *



* Certain time restrictions apply when playing on reservations, call golf course for details

Tournament Registration Fees

Regulation 18 Hole	\$8.50 per player - weekend	\$3.00 per player - weekday
9 Holes	\$4.25 per player - weekend	\$1.50 per player - weekday
Regulation 9 Hole		
Altadena, Eaton Canyon & Whittier Narrows (MTN)	\$1.00 per player - weekend	\$0.00 per player - weekday
18 Holes	\$2.00 per player - weekend	\$0.00 per player - weekday
Executive (El Cariso)	\$5.00 per player - weekend	\$3.00 per player - weekday
3 Par, 18 Hole (Alondra)	\$4.25 per player - weekend	\$2.00 per player - weekday

Exclusive Use Tournaments (conducted only on weekdays, and solely for charitable groups): \$10,000 per day

League Fees: Current Twilight rate plus \$1.00 per person (excluding Weekends and Holidays)

Senior Citizen Discount Cards: 28.00 Available annually for persons 65 or older

Holidays: New Year's Day; Martin Luther King Jr. Day; Presidents' Day; Memorial Day; Independence Day

Labor Day; Veterans Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day

Note: If the Holiday falls on a Saturday, the observed date shall be the preceding Friday.

If the Holiday falls on a Sunday, the observed date shall be the following Monday.

<u>Rates Effective For</u>	<u>Twilight</u>	<u>Super Twilight</u>	<u>Changes on</u>
Standard Time	12:30 PM	2:30 PM	1st Sunday in November to December 31
Standard Time	1:00 PM	3:00 PM	January 1 to Second Saturday in March
Daylight Savings	3:00 PM	4:30 PM	Second Sunday in March to August 31
Daylight Savings	2:00 PM	4:00 PM	September 1 to First Saturday in November



EXHIBIT D



Norwalk Golf Course Maintenance Standards





NORWALK GOLF COURSE MAINTENANCE STANDARDS

Operator shall be responsible for the following tasks at the minimum frequencies stated below and during the normal hours of operation seven days a week, including holidays.

Maintenance Standards

1. Greens Maintenance

- Soils analysis of greens complex soils must be performed once every two (2) years. The initial test shall be performed within 30 days of commencement of the lease with test results submitted to the Golf Operations within 45 days of commencement of the lease. Soils analysis must be performed by an industry recognized soils testing laboratory. Lessee shall implement and complete program to apply prescribed soil additives/fertilizers as recommended by such test in order provide for uniform growth and color of turf.
- Exclusive of soils analysis program, fertilize greens at a frequency and rate that will promote healthy turf propagation.
- Maintain greens to achieve an 8.5 -10.0 Stimp Meter reading at all times.
- Mow greens daily with a nine (9) blade minimum reel-type mower designed specifically for mowing golf greens and of the type, make and model accepted by the golf industry.
- Verticut all greens to prevent mat and thatch build-up and to maintain smooth putting surfaces.
- Aerify greens at a minimum of two (2) times per year or more frequently if needed and remove plugs the same day. Top dress the greens as needed to maintain proper drainage and to maintain smooth putting surfaces.
- Top dress as needed to control thatch, improve drainage, increase rooting medium and promote smooth putting surfaces.
- Treat greens with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.
- All putting greens must be edged one time per month.
- Damaged turf on the greens due to, but not limited to: vandalism, disease, operator error and malfunctioning equipment, must be re-sodded immediately.
- Change cups and repair ball marks daily.
- Replace golf flags (red, white and blue system), with approved County logo, two (2) times per year.

NORWALK GOLF COURSE MAINTENANCE STANDARDS

2. Greens Aprons

- The greens aprons shall be a minimum of three feet (3') in width and mowed with a reel type mower at a height of one-half inch (1/2") or less two (2) times weekly.
- Verticut all aprons in the fall prior to the winter overseeding and topdressing program. Verticut aprons as needed for thatch removal for the remainder of the year.
- Overseed aprons and approach areas in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum quality turf conditions and playability.
- Aerify aprons a minimum of two (2) times per year, and top-dress.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to ensure playable aprons at all times.
- Treat aprons and greens surrounds with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

3. Nursery Green

- Each golf course must maintain a greens turf nursery. The minimum size of the turf nursery shall be:
 - * 9 Hole Facility-----3,000 s. f.
 - * 18 Hole Facility-----6,000 s. f.
 - * 27 Hole Facility-----9,000 s. f
 - * 36 Hole Facility-----12,000 s. f
- The maintenance standards are herein contained in the "Greens Maintenance" standards listed above. Additionally, sod removed from the nursery green must be backfilled and seeded immediately.

4. Tee Maintenance

- Soils analysis of tee complex soils must be performed once every two (2) years. The initial test shall be performed within 30 days of commencement of the lease with test results submitted to the Golf Operations within 45 days of commencement of the lease. Soils analysis must be performed by an industry recognized soils testing laboratory. Lessee shall implement and complete program to apply prescribed soil additives/fertilizers as recommended by such test in order provide for uniform growth and color of turf.
- Exclusive of soils analysis program, fertilize tees at a frequency and rate that will promote healthy turf propagation.

NORWALK GOLF COURSE MAINTENANCE STANDARDS

- Mow tee decks a minimum of two (2) times weekly April through October and one (1) time weekly November through March. Decks must be mowed with a reel type mower and at a height of seven sixteenths of an inch (7/16") or less.
- Mow decks to maintain their original shape and design.
- Verticut all tee decks in the fall prior to the winter overseeding and topdressing program. Verticut tee decks as needed for thatch removal for the remainder of the year.
- Aerify tee decks a minimum of one (1) time per year, and topdress.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to provide for level playing surfaces and uniform turf coverage at all times.
- Fill-in divots with sand and seed mixture on all Par-3 holes four (4) times per week to provide for level playing surfaces and uniform turf coverage at all times.
- Overseed tees in October for winter season growth and as often as necessary throughout the remainder of the year to ensure optimum quality turf conditions and playability.
- Service tee complex daily by moving tee markers, benches, ball washers, sand and seed buckets and remove all litter.
- Inspect ball washers daily to ensure that they are filled with; the appropriate cleaning solution and that each washer has a towel that is clean and in good condition.
- Each tee complex must have a minimum of one (1) bench and one (1) ball washer.
- Empty trash receptacles daily.
- Treat tee complexes with proper chemicals to prevent and or control invasive grasses, broadleaf weeds, insects, disease and other pests.

5. Tee Complex Accessories

- Tee signs (including support post) must be clean, legible, upright and straight at all times.
- Daily tee markers must be repainted or replaced a minimum of two (2) times per year. Damaged tee markers must be replaced immediately.
- Permanent tee markers must be repainted a minimum of two (2) times per year. Damaged permanent markers must be replaced immediately.
- Ball washers (including stem and base) must be repainted a minimum of two (2) times per year. Ball washers must be maintained and in good repair at all times, including but not limited to handles and cleaning brushes. Damaged washers and or parts must be replaced immediately.

NORWALK GOLF COURSE MAINTENANCE STANDARDS

- Trash receptacles must be maintained in good repair at all times. Damaged receptacles must be replaced immediately.
- Tee benches, must be maintained in good repair at all times. Damaged benches must be replaced immediately.
- Sand buckets, with sand and seed mixture, must be in good repair and be provided on all par-3 tee boxes. Damaged sand buckets must be replaced immediately.

With the exception of the sand buckets on the par 3 tee boxes, all items listed above (Tee Complex Accessories) must be provided on all of the tee complexes.

6. Fairway Maintenance

- Soils analysis of fairway soils must be performed once every two (2) years. The initial test shall be performed within 30 days of commencement of the lease with test results submitted to the Golf Operations within 45 days of commencement of the lease. Soils analysis must be performed by an industry recognized soils testing laboratory. Lessee shall implement and complete program to apply prescribed soil additives/fertilizers as recommended by such test in order provide for uniform growth and color of turf.
- Exclusive of soils analysis program, fertilize fairways at a frequency and rate that will promote healthy turf propagation.
- Mow fairways two (2) times weekly April through October and one (1) time weekly November through March. Fairways must be mowed with a hydraulic reel type mower and at a maximum height of one-half (1/2) of an inch.
- Verticut fairways a minimum of one (1) time annually.
- Aerify fairways a minimum of one (1) time per year.
- Repair worn and damaged turf areas as they occur by overseeding or resodding to ensure uniform turf coverage at all times.
- Fill-in fairway divots with sand and seed mixture on a regular basis.
- Treat fairways with proper chemicals to prevent and or to control invasive grasses, broadleaf weeds, insects, disease and other pests.
- Ground level yardage markers, using red (100 yards), white (150 yards) & blue (200 yards), and posts must be located on all non-par 3 golf holes. All yardage markers must be painted a minimum of two (2) times per year. Damaged markers must be replaced immediately.

7. Roughs Maintenance

NORWALK GOLF COURSE MAINTENANCE STANDARDS

- All of the above mentioned fairway maintenance practices apply to the roughs with the exception of the mowing requirements, which are as follows:
- Roughs must be mowed, with a reel or rotary type mower, at a maximum height of one and one-quarter inches (1 1/4"). The roughs are not to exceed a growing height of one and three-quarters inches (1 3/4").

8. Bunker Maintenance

- Bunkers must be raked daily, using mechanical or hand method.
- All bunkers must have a minimum of one rake for every thirty (30) linear feet.
- Minimum sand depth shall be four (4") inches.
- Sand shall be void of any foreign material and contamination, including but not limited to; weed growth, gravel or crushed rock. The quality and type of sand used is subject to the approval of the Director.
- Overseed collars of the greenside bunkers in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum quality turf conditions and playability.
- Bunkers must be edged a minimum of one (1) time per month.
- Where a pre-existing bunker drain exists, drain must be kept clean and functioning at all times.

9. Cart Path Maintenance

- Paths must be edged and cleared of debris a minimum of one (1) time per month.
- Pot holes and ruts on and adjacent to paths must be repaired immediately.
- Barren, eroded areas due to high density traffic must be re-sodded one (1) time per year.
- Areas with poor drainage or water accumulation must be corrected through, but not limited to, "V" drains or sumps.

10. Driving Range Maintenance

- Natural turf tee lines must be moved daily to prevent excessive wear and tear. Damaged turf must be overseeded and topdressed one (1) time per week.
- Artificial hitting stations/mats must be used in the event that there is insufficient natural turf coverage.

NORWALK GOLF COURSE MAINTENANCE STANDARDS

- Landing areas must be mowed a minimum of one (1) time weekly throughout the year. Landing areas must be mowed with a hydraulic reel type mower and at a maximum height of one-half of an inch (1/2") or less.
- All target greens must be verticut in the fall prior to the winter overseeding. Overseed target greens in October for winter season growth and as often as necessary throughout the remainder of the year in order to ensure optimum aesthetics.
- Yardage posts, flags or signs must be re-painted or replaced one (1) time per year.
- Damage to netting and fencing must be repaired as needed.
- Worn or torn artificial mats must be replaced immediately.
- All artificial mats must be supplied with a rubber tee.
- Range balls must be clean and provide adequate dimple depth at all times. Due to variances in usage levels and landing area conditions, the Director may order at any time a replenishment of the range ball inventory.

11. Tree Maintenance

- Trees on the golf course must provide for seven (7) feet of ground clearance at all times.
- Trees on the golf course that overhang adjoining public roadways must provide for fourteen (14) feet of ground clearance at all times.
- Overgrown trees that are the cause of thin turf conditions due to excessive shade must be trimmed/pruned within sixty (60) days from the date of written notification.
- Trees that present a safety hazard to players, staff or equipment must be trimmed immediately.
- Stumps must be removed or grinded to twelve (12) inches below grade.
- Trees must be pruned/trimmed using accepted industry practices so as to preserve the health and growth of the tree.

12. Irrigation System Maintenance

- Irrigation system and booster pumps, where applicable, must be maintained at manufacturers recommended service levels at all times.
- Lessee will regulate quantity of water application with consideration being given to soil texture, structure, retention capacity, compaction, run-off, percolation, temperature, wind conditions, variety of turf and root structure.
- Controllers must be inspected on a daily basis and adjusted as necessary.

NORWALK GOLF COURSE MAINTENANCE STANDARDS

- Leaking heads must be repaired within one week of discovery.
- Adjust heads as necessary to ensure full coverage.
- All obstructions to the throw spray of a head must be removed immediately.



EXHIBIT E





Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.



EXHIBIT F



Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

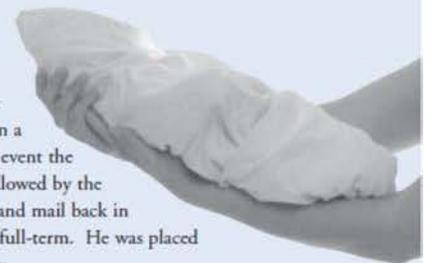
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





EXHIBIT G





PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)



EXHIBIT H



Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Page 2 of 3

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

- 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



EXHIBIT I



ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM

ARTIFICIAL TRANS FAT REDUCTION PROGRAM



Voluntary Artificial Trans Fat Reduction (ATFR) Program Application

The Los Angeles County (LAC) Environmental Health (EH), in recognition of those food facilities who are making the effort to voluntarily remove artificial trans fats from their menu, is implementing a placard recognition program. This placard can be proudly displayed at your food facility to let potential customers know that your facility is participating in the ATFR Program.

PURPOSE

The criteria and procedures set forth by LAC EH are intended to ensure that those food facilities who display this placard are honestly presenting their food items to the public as advertised. In fact, the success or failure of this placard program rests on the overall diligence of the participating facilities' integrity in maintaining a zero grams trans fat program in their respective food businesses. The goal is for this placard to be meaningful to the customer when they are making healthy choices for their dining experience.

APPLICATION/APPROVAL PROCESS

The following documents/requirements need to be submitted along with the completed application form. Please note that if any of the documents/requirements are not furnished during the initial submission, the application will be returned.

1. A completed application for the LAC EH placard program.

Food facility chains shall only be required to submit one application for all locations if all of the following conditions are met.

- a. Each location shares common ownership.
- b. Each location conducts food service operations consistent with the food facility chain's operational model.
- c. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.

2. A signed "Conditions of Participation Agreement".
3. An application fee of \$204.00 made payable to the Los Angeles Department of Public Health.

Food facility chains that meet the conditions noted above (#1a-c) shall be required to submit only one application fee of \$136.00, plus \$68.00 for each

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

location in the chain that will participate in the ATFR Program. For example, a chain with three locations participating in the program would pay a total of \$340.00 (\$136 + \$68 + \$68 + \$68).

4. Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all food products:
 - a. that are, or that contain, fats, oils or shortenings, and
 - b. that are, when purchased by the food facility, required by applicable federal and state law to have labels, and
 - c. that are currently being stored, distributed, held for service, used in preparation of any menu items, or served by the food facility.
 - *Documentation instead of labels. Documentation from the manufacturers of such food products, indicating whether the food products contain vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, or indicating trans fat content, may be submitted for approval in lieu of copies of original labels.*
 - *Documentation required when food products are not labeled. If baked goods (or other food products restricted by the Department's ATFR Program standards) are not required to be labeled when purchased, copies of documentation from the manufacturer of the food products, (indicating whether the food products contain vegetable shortening, margarine or any kind of partially hydrogenated vegetable oil, or indicating trans fat content) may be submitted for approval in lieu of copies of original labels.*
5. A legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility.

APPROVAL AND DENIAL OF PLACARD

The application will be approved or denied within 30 business days from the date that it is received. A decision letter will be sent to all applicants indicating approval or reason(s) for denial. Applications that are not complete will be automatically returned to the applicant.

If you are approved, a placard will be mailed to you with the approval letter.

ARTIFICIAL TRANS FAT REDUCTION PROGRAM



APPLICATION FOR THE COUNTY OF LOS ANGELES VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Name of Organization/Business: _____

Name: _____
Last First Middle

Title/Position: _____

*Mailing Address: _____
Number Street

City State Zip Code Telephone

*If you are submitting an application for a chain please list the address for each location on a separate sheet and submit it with your application. If approved, a placard will be mailed to each of the locations you've listed unless otherwise specified.

APPLICATION CHECKLIST:

- () Completed Application Form (with list of additional locations if applicable)
- () Signed Condition of Approval Form
- () Make check payable to: County of Los Angeles, Department of Public Health
- () Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all products (*see application for details*)
- () Legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility
- () Mail your completed application and attachments to:

Environmental Health
Attn. Consultation & Technical Services
5050 Commerce Dr.
Baldwin Park, CA 91706

ARTIFICIAL TRANS FAT REDUCTION PROGRAM



CONDITIONS OF PARTICIPATION AGREEMENT

You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard **MUST BE REMOVED IMMEDIATELY** from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.

Signature

Date

Print Name

Position

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Committed to the Standard

Each participating food facility receives an ATFR inspection once per year to assure compliance with the program's standards. The ATFR inspection is separate from a regular food facility inspection and there is no additional cost for the inspection.

By assuring that all participating food facilities continue to meet the standard, both program participants and consumers can be confident that the decal/placard is meaningful and that it is reflective of a commitment to providing healthier dining options.

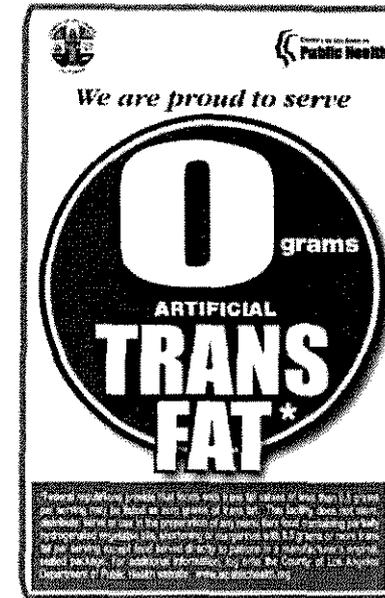
Getting Started

The County of Los Angeles Department of Public Health has brochures available to help you get started on the road to zero grams trans fat.

These brochures are available online at www.lapublichealth.org.



VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM



For more information:

www.lapublichealth.org/eh

www.fda.gov/fdac/features/2003/503_fats.html



County of Los Angeles Department of Public Health,
Environmental Health

County of Los Angeles
Environmental Health
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430 - 5320

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Food facilities that serve food with zero grams of trans fat help provide a healthier alternative to consumers.

These food facilities should stand up and be recognized.

The County of Los Angeles Department of Public Health has developed a program to help these food facilities get the recognition they deserve.

<p>Artificial Trans Fat Reduction Program</p> <ul style="list-style-type: none">✓ Zero Grams Trans Fat✓ Public Recognition
--

Although many food facilities have begun their effort to eliminate trans fat from their menus, a simple way for consumers to identify these facilities had never been developed until now!

The Voluntary ATFR Program

The ATFR Program recognizes food facilities that do not store, use, or serve food containing partially hydrogenated vegetable oils, shortening, or margarines with 0.5 grams or more trans fat per serving, except food that is being served directly to patrons in a manufacturer's original sealed package. (Foods with trans fat values of less than 0.5 grams per serving are listed as zero grams of trans fat).

Participating food facilities that meet this standard are recognized with the issuance of an official ATFR Program decal/placard to notify consumers that they serve zero grams of trans fat.



Additionally, these food facilities are listed on the Department of Public Health website as active participants in the ATFR Program.

Participating in the ATFR Program

Participation in the ATFR Program is strictly *voluntary*. Applications are available online at www.lapublichealth.org or at your local County of Los Angeles Environmental Health district office.

Familiarizing yourself with the nutritional facts panels of the foods in your food facility will help you in providing the necessary information detailed in the application.

A one-time fee of \$204.00 is required with the application. If you have several locations that meet the ATFR Program's conditions for a "chain," only one application fee of \$136.00 is required plus \$68.00 for each participating location in your food facility chain.

Benefits of Participation

By participating, you:

- Will receive an official ATFR Program decal/placard that states that the food you serve contains zero grams of trans fat.
- Will be recognized on the County of Los Angeles Department of Public Health website.
- Show that you recognize consumers who are looking for healthier dining options.
- Distinguish your food facility from other businesses that do not provide this healthier alternative.
- Will be able to take advantage of a unique marketing opportunity.

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

1. CHANGE your oils.

For cooking and frying, check the ingredients on all oils. If "partially hydrogenated" is listed, switch to a non-hydrogenated oil instead. If there is no ingredients list, ask your supplier or the manufacturer.

For baking, use non-hydrogenated oils or shortenings with low or *no trans fat*.

2. CHOOSE healthy spreads.

Instead of stick margarine or butter, use soft tub spreads with low saturated fat and *no trans fat*.

3. ORDER prepared foods without trans fat.

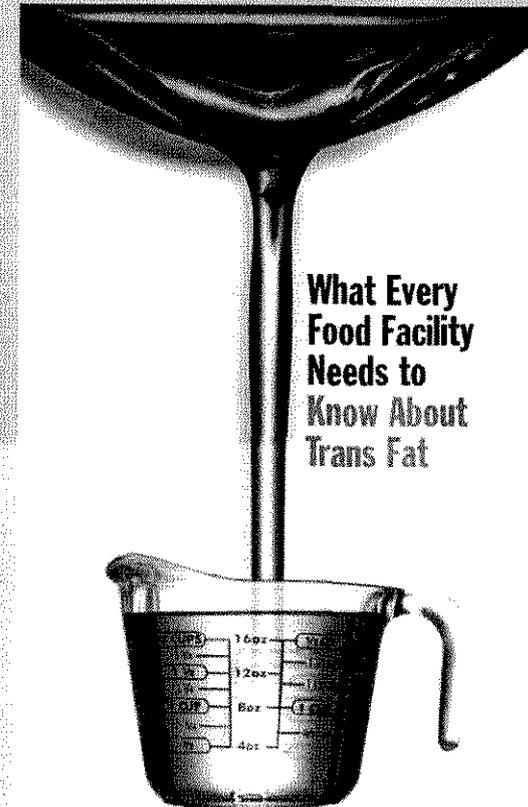
Check ingredients and ask your supplier for baked products, pre-fried, and pre-mixed foods that are free of partially hydrogenated vegetable oils.

INGREDIENTS: Pasteurized Grade A Non-fat Milk, Fructose, Red Bell Pepper, Partially Hydrogenated Soybean Oil, Salt, Modified Cornstarch, Garlic, Lemon Juice

Make an Oil Change

Read labels and choose products that are free of partially hydrogenated oils.

Does Your Kitchen Need an Oil Change?



What Every Food Facility Needs to Know About Trans Fat

Source: Adapted with permission for the County of Los Angeles Department of Public Health from: Does Your Kitchen Need an Oil Change? What Every Restaurant and Food Service Establishment Needs to Know About Trans Fat. New York City Department of Health and Mental Hygiene, 2006. Available at: www.nyc.gov/health.



County of Los Angeles
Public Health

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Trans fat is made when hydrogen is added to vegetable oil.

These oils are called **partially hydrogenated**.

Any food made with partially hydrogenated oil contains trans fat.

Food facilities commonly cook and fry with partially hydrogenated oils. Trans fat is also found in many pre-fried, baked, and prepared foods served in food facilities.

Partially Hydrogenated Vegetable Oil
 = Trans Fat
 = Heart Disease Risk

Trans fat is unhealthy.

Trans fat – like saturated fat – increases the risk of heart disease by raising "bad" (LDL) cholesterol. The Food and Drug Administration and the County of Los Angeles Department of Public Health recommend that consumers ask about fats (including oils) used by food facilities and that they avoid trans fat.

Many food facilities have already begun to *make an oil change*. This booklet gives tips on how to do it.

Are you serving trans fat?
 You won't know unless you check!

While many commercial vegetable oils contain trans fat, non-hydrogenated versions are available. The only way to know for sure if the oil you use contains trans fat is to check labels and to talk to your suppliers.

Common sources of trans fat found in food facility kitchens include:

- **Vegetable oils** used for frying, baking, and cooking
- **Shortening** (hard vegetable oil)
- **Margarine** and other spreads
- **Prepared foods**, including:
 - **Pre-fried foods**, such as French fries, fried chicken, chicken nuggets, fish fillets, chips, taco shells, and doughnuts
 - **Baked goods**, such as hamburger buns, pizza dough, crackers, cookies, cakes, pies, and pastries
 - **Pre-mixed ingredients**, such as pancake mix, hot chocolate, salad dressing, croutons, and breadcrumbs

All of these products are available without trans fat (made without partially hydrogenated vegetable oil).

Not All Fats Are Created Equal

GOOD FATS		
Lower the risk of heart disease		
Type of Fat	Monounsaturated	Polyunsaturated
Important Sources	<ul style="list-style-type: none"> • Olive, canola, and peanut oils • Olives • Cashews, almonds, peanuts, and most other nuts • Avocados 	<ul style="list-style-type: none"> • Corn, soybean, safflower, sunflower, and cottonseed oils • Fish and seafood

BAD FATS		
Increase the risk of heart disease		
Type of Fat	Trans*	Saturated
Important Sources	<ul style="list-style-type: none"> • Partially hydrogenated vegetable oil • Most margarine and shortening • Many deep-fried foods • Many fast foods • Most baked goods 	<ul style="list-style-type: none"> • Whole milk, butter, cheese, and ice cream • Lard and suet • Meat (beef, pork, bacon, sausage, and deli meats have the most) • Chicken and other poultry have less, especially with skin removed • Chocolate and cocoa butter • Palm oil • Coconut products, including milk and oil
<p>* Most foods that contain trans fat can be made with non-hydrogenated oils instead.</p>		



EXHIBIT J



Norwalk Golf Course

Design Program

Driving Range

- Relocate Driving Range to the northern most part of property.
- Construct 30 station driving range tee-line with double deck and several target greens
- Construct two (2) range ball dispensing machine protective housings
- Install a two range ball dispensing machines and a cover for machine exterior Department furnished
- Install Construct protective fences on the sides ceiling and the back of the range – 100ft in height
- Install range lights. Minimize neighborhood ambient light to the greatest extent possible.
- Modify irrigation system
- Provide access gate for maintenance equipment

Golf Course

- Reconfigure Golf Course layout and install fencing and protective netting as needed.
- Reconfiguration will include Tees, Greens, and Bunkers. Tee complexes will have 6x6 reinforced concrete pads for mats.
- Install maintenance yard access road on the inside of the northern property line (Parallel and adjacent to driving range).
- Construct 1,000 sq. ft. nursery green at the maintenance yard
- Install golf course lights. Minimize neighborhood ambient light to the greatest extent possible.
- Renovate the irrigation system with satellite controllers and master controller. System will provide for maximum water conservation efficiency.

Putting Green

- Construct 5,000 sq. ft. practice putting green using min California specs

Practice Pitching Green

- Construct 2,500 sf practice pitching green with bunker

Service Yard

- Construct golf course 30' x 30' equipment storage facility with manager office (master controller is located here) and a restroom
- Construct 3 material bins and covered fuel tanks with containment area, to comply with SWPPP program.

Clubhouse

- Renovate existing clubhouse and add a community room with storage facility for tables and chairs—or – demo existing clubhouse and install manufactured building (FROG?) clubhouse.
- Construct a Community room with an occupant capacity of 60 people in a classroom arrangement, with a 900 square feet minimum area. Include storage area(s) for tables and chairs
- Ready room for the use of audiovisual equipment.
- Install two 12'x12' manager's offices within clubhouse.
- Construct storage areas for merchandise, equipment and club storage.
- Construct a snack bar area within the clubhouse. Snack bar area to include sandwich prep table with refrigerator, space for commercial refrigerator and freezer. This area to provide seating for twelve persons.
- Construct a covered patio, with barbeque grill and picnic bench seating.
- Add restrooms to comply with code requirement
- Install new HVAC equipment
- Install new electrical switchgear and service entrance equipment
- Install new energy efficient lighting indoor and outdoor
- Install emergency lighting

Demo Plan

- Prepare a demo plan of the existing structure

Parking Lot

- Construct parking lot parallel to Shoemaker Ave
- Renovate parking lot. ADA and number of parking spaces per code.
- Add lights



EXHIBIT K



*Lease Agreement by and between
the County of Los Angeles and the
City of Norwalk dated June 3,
2015*



LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

and

CITY OF NORWALK

Dated

June 3, 2015

70374

LEASE AGREEMENT

(City of Norwalk/County of Los Angeles)

THIS LEASE AGREEMENT (“**Agreement**”) is effective June 3, 2015 (“**Effective Date**”), and is entered into by and between the CITY OF NORWALK, a California municipal corporation (“**City**”), and the COUNTY OF LOS ANGELES, a body corporate and politic (“**County**”).

RECITALS

A. City is the owner of certain land, consisting of approximately 10.76 acres located at 13717 Shoemaker Avenue in Norwalk, California, legally described on Exhibit “A”, attached hereto and made a part hereof by this reference, and, of approximately 0.284 of an acre located at 13717 Shoemaker Avenue in Norwalk, California, legally described on Exhibit “A-1” (the “Adjacent Property”). The term “Property” as used herein shall mean the land described on Exhibit “A” and improvements thereon, and the land described on Exhibit “A-1” and improvements thereon, collectively.

B. County seeks property for public recreational golf and community services and City desires County to operate the Property for such purposes and is willing to lease the Property to County under California Government Code Section 37396 for such purpose.

C. The City and County intend to cooperate with one another for the purpose of organizing, promoting and conducting programs of community recreation which will contribute to the attainment of general educational and recreational objectives for children and adults of this State and to acquire, construct, improve, maintain and operate recreational facilities.

D. City desires to lease the Property to County and County desires to lease the Property from City for the purpose of public recreational golf and community services on the Property in accordance with the terms set forth in this Agreement. City authorizes County authority to enter into reasonable contracts with private operators for maintenance, operation and programming of Property.

NOW THEREFORE, in consideration of the covenants hereinafter contained, City and County agree as follows:

ARTICLE 1

LEASE

1.1 City hereby leases the Property to County and County hereby leases the Property from City on the terms and conditions set forth herein.

ARTICLE 2

BASIC PROVISIONS

2.1 **Basic Provisions.**

(a) Rent: For the term of this Agreement, City agrees to lease the Property to County at no charge

(b) Agreement Effective Date: June 3, 2015

(c) Term Commencement Date for Possession of Property: January 4, 2016

(d) Term Expiration Date: January 3, 2046

(e) Option to Extend: County reserves the right to unilaterally extend the term of this agreement for two optional ten (10) year periods, (totaling no more than 20 years) pursuant to Section 15.1, of Article 15.

(f) Permitted Use: Operation of the Property as a public golf course, development and construction of improvements as described on Exhibit "B" attached hereto and any ancillary lawful use of Property by County, including community recreation programs and activities, educational programs and other associated uses. Subject to interruptions and delays beyond the control of County, and interruptions necessary so as to ensure County's compliance with other terms of this Agreement, County shall continuously operate the public golf course facilities.

(g) Property: The land and improvements described in Exhibits "A" and "A-1", collectively.

(h) Addresses for Notices:

City: City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Attention: Mike Egan, City Manager
Email: megan@norwalkca.gov

County: Chief Executive Office
County of Los Angeles
222 South Hill Street
Los Angeles, California 90012
Attn: Director of Real Estate
Email: cmontana@ceo.lacounty.gov

Fourth Supervisorial District
County of Los Angeles
Bellflower Field Office
10025 E. Flower St.
Bellflower, California
Attn: Erin Stibal

Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, California 90020

Attn: Russ Guiney, Director
Email: rguiney@parks.lacounty.gov

2.2 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A" – Legal Description of Property

Exhibit "A-1" – Legal Description of Adjacent Property

Exhibit "B" – Initial Improvements

Exhibit "C" – Form of Notice of Non-Responsibility

ARTICLE 3

TERM

3.1 Commencement Date For Possession of the Property. Possession of the Property shall be transferred from the City to County on January 4, 2016 ("Term Commencement Date").

3.2 Term. The initial term of this Agreement shall be that thirty (30) year period beginning from the Term Commencement Date and ending thirty (30) years thereafter ("Term Expiration Date"), unless sooner terminated as hereinafter provided in Article 13.1 Default and Remedies, Article 13.6 Termination for Convenience, or in Article 17 Eminent Domain. County reserves the right to unilaterally extend the term of this agreement for a period totaling not more than twenty (20) years, subject to terms in Article 15 below.

3.3 Operation and Management. City agrees to maintain and operate the Norwalk Golf Course at its sole cost, through January 3, 2016, regardless of execution date of this Agreement. City agrees to maintain the Property in a good repair and shall not permit any material deterioration of the Property prior to the County's acceptance. City further agrees to terminate all contracts with respect to the operation of the Property including, without limitation with vendors and service providers contracts, effective on or before January 3, 2016.

3.4 Intended Use. County agrees that the use of the Property shall be solely to provide public golf recreational services, and in the case of the community room, to provide for a gathering place for events consistent with the mission and policies of the County's Department of Parks and Recreation for said use of the space.

ARTICLE 4

RENT

4.1 Waiver. Annual rent payments are waived for the initial term of this Lease Agreement, and for any extension period, as consideration for County's improvement, maintenance and operation of the Property in accordance with the terms of this Agreement.

ARTICLE 5

USE

5.1 Construction. County shall use its best efforts to commence construction by January 4, 2016, provided all required environmental documents, including the Negative Declaration are complete and submitted to County by January 4, 2016. County shall use its best efforts to complete construction by September 1, 2016.

5.2 County Use. County shall use the Property for the construction contemplated herein and for the provision of recreational golf and community services, as described in Section 2.1(e).

5.3 Existing Clubs. Upon temporary closure lasting ten consecutive days or more by the County of the Property for any reason, the County shall provide access to the existing men's, women's and senior golf clubs at other County Golf Courses.

5.4 Fees. All Golf Course usage fees are established by the Los Angeles County Board of Supervisors.

5.5 Compliance with Law. County shall, at County's sole cost and expense, comply with all statutes, ordinances and regulations of all governmental entities, including the City. If any license, permit or other governmental authorization is required for the improvement, alteration, use or occupancy of the Property or any portion of the Property by any governmental entity, including the City, County shall procure and maintain it, at County's sole cost and expense, throughout the term of this Agreement.

ARTICLE 6

UTILITIES

6.1 Utilities. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall obtain and pay for the expenses of all utility services for the Property, including any improvements, including but not limited to all electricity, gas, water and sewer utilities, together with any taxes thereon.

ARTICLE 7

DISCRETIONARY PERMITS

7.1 Applications. During the term of this Agreement, City will, promptly upon County's request, sign (as owner of the Property) and acknowledge any application to any governmental entity having jurisdiction over the Property for any of the discretionary permits necessary for construction of the Improvements, provided that City incurs no cost (other than the administrative and consulting cost necessary for review). No such signing by City will be deemed to be City's acceptance of, or commitment to satisfy, any condition (i) in or precedent to a discretionary permit or (ii) adversely affecting City's interest in the Property.

ARTICLE 8
EASEMENTS

8.1 Utility Easements. City will execute (as owner of the Property), acknowledge, and deliver to County for recording, any reasonable grant of reasonable easements (i) over, upon, across or under the Property or any portion thereof, (ii) in favor of any governmental subdivision or any gas, electric or similar company and (iii) for the purpose of (a) widening any street, (b) transmitting potable water, storm water, sewage, gas, electricity or (c) providing to the Property and the persons using and enjoying the Property such materials and services as are, from time to time customarily understood to be "utilities."

ARTICLE 9
IMPROVEMENTS

9.1 Construction. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall construct improvements on the Property and the Site (to the extent described in Exhibit "B" ("Improvements") in accordance with Section 5.1 and applicable law **excluding** the ordinances of the City and City permits to the extent they relate to improvements), and based on improvement plans that comply with law and that have been submitted to and approved by City in its proprietary capacity as the landlord under this Agreement, which will not be unreasonably withheld and may be given by the City Manager provided the approval is in writing. County shall obtain and provide to City a certificate of substantial completion from the architect upon completion of the Improvements.

9.2 Initial and Additional Improvements. Should County decide to construct additional improvements after the initial improvements described in Sections 5.1 and 9.1, such additional improvements shall also (i) not be subject to City's ordinances regarding improvements or permit requirements for improvements; (ii) but shall be subject to City's approval in its proprietary capacity as the landlord under this Agreement, which will not be unreasonably withheld and may be given by the City Manager provided the approval is in writing.

9.3 Compliance with Laws. The Improvements shall be constructed and all work on the Property and the Site shall be performed in accordance with all valid laws, ordinances and regulations of all federal, state, county, or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder, as amended from time to time, excluding the ordinances of the City to the extent they relate to improvements. All Improvements on the Site shall comply with applicable requirements of the California Government Code and standards for park facilities. All work performed on the Property and the Site under this Agreement shall be done in a good and workmanlike manner.

9.4 Mechanics Liens. At all times after the Term Commencement Date and ending upon termination of this Lease Agreement, County shall keep the Property and the Site and all Improvements now or hereafter located on the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property.

9.5 Ownership. During the term of this Agreement, title to the Improvements shall be vested in County. Upon expiration or earlier termination of this Agreement, the Improvements shall, without compensation to County, become City's property, subject to the conditions and requirements of the Los Angeles County Safe Neighborhood Parks Proposition of 1996, without compensation to County.

9.6 Surrender. County shall surrender the Improvements at the expiration of the term of this Agreement, free and clear of all liens and encumbrances, other than those, if any, consented to in writing by City, which shall include the adherence to the conditions and requirements of the Los Angeles County Safe Neighborhood Parks Proposition of 1996. County agrees to execute, acknowledge and deliver to City, at City's request, a quitclaim of all of County's right, title and interest in and to the Improvements and the Property.

9.7 Access to Site; Ownership of Site Improvements. Should the Improvement Plans approved by the parties include improvements necessitated by the construction on the Property, including, but not limited to, parking improvements, utility connections, and security fencing and gating, the City hereby grants County and its contractors the right to enter upon the site for the purpose of constructing such improvements. County shall coordinate with the City Administrator or designee before any entry onto the site by County's employees, agents, or contractors. County shall use good faith efforts to construct the Improvements in a manner which minimizes adverse effects to the operation of the current activities. Upon the County's delivery of a certificate of substantial completion from the architect following completion of the Improvements, City shall assume ownership of said improvements and County shall be solely responsible for their operation, maintenance and repair. The indemnification and insurance provisions of Article 11 shall apply with respect to County's construction of the Improvements and City's ownership of said improvements.

9.8 Notice of Non-Responsibility. At least thirty days prior to commencement of construction of any Improvement, County shall request from the City a completed Notice of Non-Responsibility pursuant to California Civil Code section 3094 (and any successor statute) in a form substantially similar to the form "Notice of Non-Responsibility" attached hereto as Exhibit C and by this reference made a part hereof, and County shall cause said Notice to be recorded and posted on the Property and/or site as applicable.

ARTICLE 10

MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION

10.1 Maintenance. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall, at County's sole cost and expense, keep and maintain the Property and the Improvements in good order and repair, and in a safe and clean condition. Upon the expiration or earlier termination of the term, County shall surrender the Property and the Improvements in good order and condition to the City, ordinary wear and tear excepted. City shall have no obligation to alter, remodel, improve or repair the Property or the Improvements as of the Term Commencement Date, and through the termination of the Lease Agreement.

10.2 Repair. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall, at County's own cost and expense, do all of the following:

Make all alterations, additions or repairs to the Property or the Improvements required by any valid law, ordinance, statute or regulation now or hereafter issued by any federal, state, county, local or other governmental agency, including but not limited to the ADA, and the regulations promulgated thereunder, as amended from time to time;

Observe and comply with all valid laws, ordinances, statutes, orders and regulations now or hereafter made respecting the Property or the Improvements by any federal, state, county, local or other governmental agency; and

Indemnify, defend and hold City free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from County's failure to comply with and perform the requirements of this section.

10.3 Damage or Destruction. After the Term Commencement Date and ending upon termination of this Lease Agreement, in the event of damage to or destruction of all or any portion of the Improvements on the Property, County shall within a reasonable time commence and proceed diligently to repair, reconstruct and restore (collectively, "restore") the Improvements to substantially the same condition as they were in immediately prior to the casualty, whether or not insurance proceeds are sufficient to cover the actual cost of restoration. County shall be responsible for all insurance deductibles attributable to the Improvements and for all costs of restoration of the Improvements in excess of insurance proceeds for the Improvements. This Agreement shall continue in full force and effect notwithstanding such damage or destruction.

10.4 Remedial Expenditures. Costs of improvements required by law, and costs of any and all necessary replacements under Sections 10.1, 10.2 or 10.3 shall be allocated as follows:

- Years 1 through 20, County shall bear 100 percent of the expenditures.
- Years 21 through 35, as applicable, County and City shall each incur 50 percent of the expenditures.
- Years 36 through 50, as applicable County shall incur 25 percent and City shall incur 75 percent of the expenditures.

County shall promptly make all such improvements and necessary replacements, and City shall pay or reimburse County for any portion thereof that is required to be paid by City within thirty (30) days after written demand by County enclosing reasonable evidence of the expenditures.

For purposes of the above calculations, construction costs shall include design, engineering, plans, permits, environmental studies and all hard construction costs.

ARTICLE 11
INDEMNIFICATION AND INSURANCE

The following indemnification and insurance requirements shall be in effect. Either party, at its sole option, may elect to use a program of self-insurance, commercial insurance, or any combination thereof, to satisfy its insurance requirements herein.

11.1 Indemnification. After the Term Commencement Date and during the term of this lease, subject to Section 11.4 below, County shall indemnify, defend and hold harmless City, its elected officials, officers, employees, agents and volunteers from and against any and all liabilities, claims, losses, damages, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's construction, repair, maintenance and other acts and/or omissions arising from and/or relating to County's use of the Property during the term of this Agreement and any extensions thereof. The County's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

From and after the Agreement Effective Date and continuing until the Term Commencement Date, City shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents and volunteers from and against any and all liabilities, claims, losses, damages, costs, and expenses (including attorney and expert witness fees), asserted by third parties (not by County) arising from or connected with City's construction, repair, maintenance and other acts and/or omissions arising from and/or relating to City's use of the Property.

11.2 General Insurance – County Requirements. Without limiting County's indemnification of City and at its own expense, County shall provide and maintain the following programs of insurance.

General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate:	\$4 million
Each Occurrence:	\$2 million

Such insurance shall name the City of Norwalk, its officers, employees, agents and volunteers as additional insureds.

Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

Property insurance covering damage to County constructed improvements from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), written for the full replacement cost of the Property, and including a Waiver of Subrogation in favor of City.

11.3 County Contractors. Throughout the period of any construction, County shall require its Contractors to provide and maintain, or County shall provide and maintain, types and limits of insurance coverage appropriate to the project, at no cost to the City. All Contractor

insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County or the City. The County and City also shall be named as additional insured's under all Contractor general liability coverage.

11.4 Preexisting Environmental Conditions. The City shall retain responsibility for the preexisting environmental conditions of the Property not known to County, and shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents and volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for all matters pertaining to the preexisting environmental conditions of the Property to the extent County does not exacerbate the same after obtaining knowledge thereof.

11.5 Review of Insurance Requirements. The types and limits of coverage required under this Agreement may be reviewed annually by the City. Coverage types and limits shall reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks.

ARTICLE 12 ASSIGNMENT AND SUBLEASING

12.1 Subleasing. County shall have the right to sublease all or any portion of any Improvements on the Property at all times after the Term Commencement Date and ending upon termination of this Lease Agreement under the following conditions:

The specific use of the subleased space shall be consistent with the County's permitted uses of the Property as set forth in Section 2.1(e), above.

The term of any sublease shall not extend beyond the term of this Lease Agreement and any extended term;

Any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Lease Agreement;

County shall provide a copy of each sublease to City immediately upon full execution.

12.2 Licenses/Permits. Notwithstanding Section 12.1, the County shall be entitled to issue licenses and/or permits for the temporary use of the Improvements and the Property by community groups, organizations and members of the public, and to charge or waive fees for the use thereof, without the approval of the City, provided County complies with Section 2.1(e).

12.3 Assignment. County shall not assign this Agreement without the prior written consent of City in its sole and absolute discretion.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 City's Default. City shall not be in default of any of its obligations under this Agreement unless City fails to perform such obligations within a reasonable time, but in no event

less than thirty (30) days after written notice by County to City specifying wherein City has failed to perform such obligations; provided however, that if the nature of City's default is such that more than thirty (30) days are required for its cure, City shall not be in default if City commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13.2 County's Remedies. In the event of any default by City as described in Section 13.1 above, County's remedies under this Agreement are to pursue City for specific performance and/or actual damages, resulting from City's default. County shall have no rights as a result of any default by City until County gives a thirty (30) day notice to the City, specifying the nature of the default. City shall then have the right to cure such default, and City shall not be deemed in default if City cures such default within thirty (30) days after receipt of notice of the default, or within such longer period of time as may reasonably be necessary to cure the default, provided that City commences cure within such thirty (30) days and thereafter diligently prosecutes the same to completion.

13.3 County's Default. County shall not be in default of any of its obligations under this Agreement unless County fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days after written notice by City to County specifying wherein County has failed to perform such obligations; provided however, that if the nature of County's default is such that more than thirty (30) days are required for its cure, County shall not be in default if County commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13.4 Intentionally Omitted.

13.5 City Remedies. In the event of any default by County as described in Section 13.3 above, City's remedies under this Agreement are to pursue County for specific performance and/or actual damages resulting from County's default. City shall have no rights as a result of any default by County until City gives thirty (30) days notice to County, specifying the nature of the default. County shall then have the right to cure such default, and County shall not be deemed in default if County cures such default within thirty (30) days after receipt of notice of the default, or within such longer period of time as may reasonably be necessary to cure the default, provided that County commences cure within such thirty (30) days and thereafter diligently prosecutes the same to completion.

13.6 Termination for Convenience. This Agreement may be terminated, in whole or in part, with or without cause, by County in its sole discretion. Termination of this Agreement hereunder shall be effected by delivery to City of a written notice of termination for convenience from the Director specifying the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred and eighty days (180) days after notice. In the event that County terminates this Agreement under this provision, County shall convey the Improvements and all alterations, additions and improvements thereto to City, including, without limitation, a quitclaim deed for the Improvements, assignment of all agreements, guaranties, warranties, and plans and

specifications related to the Improvements, subject to the conditions and requirements of the Los Angeles County Safe Neighborhood Parks Proposition of 1996, without compensation to County.

In the event that County terminates this Agreement pursuant to this Section 13.6, County further agrees to terminate all contracts with respect to the operation of the Property including, without limitation contracts with vendors and service providers, effective on or before the termination date of this Agreement.

ARTICLE 14 HAZARDOUS MATERIALS

14.1 Compliance. After the Term Commencement Date and ending upon termination of this Lease Agreement, County, at its sole cost, shall comply with all laws, statutes, ordinances, codes, regulations, and orders relating to the receiving, handling, use, storage, transportation, discharge, release, and disposal of Hazardous Material (as defined below) in or about the Property. All manifests for disposal of any hazardous materials removed from the Property shall be signed by an authorized representative of the County. County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property, by County or County's Agents in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

14.2 Notice. County shall immediately provide City with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Property, including the soils and subsurface waters thereof, which by law must be reported to any federal, state, or local agency, and any injuries or damages resulting directly or indirectly therefrom.

14.3 Survive Termination. County's and City's obligations under this Article 14 shall survive the termination of the Agreement.

14.4 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

ARTICLE 15 OPTION TO EXTEND

15.1 Option to Extend. On or prior to the date which is twelve (12) months before the Term Expiration Date, or twelve (12) months prior to the expiration of the first option term, as

applicable, and provided County shall not then be in Default (as defined herein) under the provisions of this Agreement, the County may unilaterally exercise its right to extend this Agreement for two additional ten (10) year options, by providing written notice to City. If County fails to exercise its unilateral options as provided for herein, this Lease Agreement shall expire upon the original Term Expiration Date, or the end of the first option term, as applicable. Both options shall be subject to the same terms and conditions of this Lease Agreement.

ARTICLE 16

QUIET ENJOYMENT AND RIGHT OF ENTRY

16.1 Quiet Enjoyment. City covenants and agrees that it will not take any action to prevent County's quiet enjoyment of the Property during the term of this Agreement. City reserves full control over the Property to the extent not inconsistent with County's quiet enjoyment, operation, and use of the Property.

16.2 Right of Entry. City reserves the right for any of its duly authorized representatives to enter the Property at any reasonable time for any reasonable actions, including but not limited to (i) inspecting the Property and (ii) posting in such places as City may select notices of non-responsibility for works of construction, repair or improvement made by County. In doing so, City shall not interfere with County's enjoyment, management, and use of the Property and Improvements.

ARTICLE 17

EMINENT DOMAIN

17.1 Agreement Governs. In the event of any acquisition of all or any part of the Property, or any interest therein by eminent domain, whether by condemnation proceeding or transfer in avoidance of an exercise of the power of eminent domain or otherwise during the Term or any extension thereof, the rights and obligations of the parties with respect to such appropriation shall be as provided in this Article 17.

17.2 Termination of Agreement. This Agreement shall terminate if the entire Property is permanently taken under the power of eminent domain, or if a material part of the Property is taken such that the operation of the Improvements cannot feasibly continue on the remaining portion of the Property. If only a part of the Property is permanently taken under the power of eminent domain and the County can reasonably continue to operate the Improvements as contemplated by this Agreement, this Agreement shall not terminate and shall remain in full force in effect with respect to the remaining portion of the Property.

17.3 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Property at any point during the Term or any extension thereof, the City shall be entitled to any award which may be made in such taking or condemnation to the extent such award relates to the fee title to the Property, and County shall be entitled to any award which may be made in such taking or condemnation to the extent it relates to the Improvements. Nothing contained in this Article 17 shall be deemed to give the City any interest in or to require County to assign to City any separate award, as designated by the condemning authority, and County shall be able to retain any separate award as designated by the condemning

authority, made to County for the taking of County's personal property, or the interruption of or damage to County's operations on the Property, except to the extent that the separate award includes damages for lost sublease rent, in which case City shall be entitled to its share of those damages.

ARTICLE 18
PROPERTY RECORDS; INSPECTION OF PROPERTY

18.1 Property Records. Within thirty (30) days of the Effective Date of this Agreement, City shall provide to the County copies of all non-privileged or non-confidential books and records of City with respect to the ownership, maintenance, and operation of the Property, including any appraisals, surveys, engineering, environmental and other reports and analyses of the Property which are in City's possession.

18.2 Property Inspections. For the purpose of performing due diligence, County may, at County's sole cost and expense, conduct destructive and non-destructive soils, air, structural, and environmental testing in, on and under the Property and existing improvements, and County agrees, upon completion of such activities, to restore the Property and existing improvements to substantially the same condition as existed prior to conducting such activities, normal wear and tear excepted.

18.3 "AS IS". Subject to Section 11.4 above, County accepts the Property in its "as-is" conditions. County acknowledges that City has not made any representations or warranties to County, express or implied.

ARTICLE 19
GENERAL PROVISIONS

19.1 Waiver and Modification. No provision of this Agreement may be modified, amended or added to except by an agreement in writing.

19.2 Applicable Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

19.3 Time. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

19.4 Authority to Execute Lease. City and County each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Agreement, that this Agreement is a binding obligation of such party and has been authorized by all requisite action under the party's governing instruments, that the individuals executing this Agreement on behalf of such party are duly authorized and designated to do so, and that no other signatories are required to bind such party.

19.5 Consents. Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval, except as may be otherwise provided herein.

19.6 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

19.7 Severability. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

19.8 Impartial Construction. The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either the City or County.

19.9 Successors. Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Property, the Improvements or any part thereof. Nothing contained in this Section 19.9 shall in any way alter the provisions regarding subleasing or assignment provided in this Agreement.

19.10 Notices. All notices, demands and communications between City and County shall be in writing and given by personal delivery; electronic mail; registered or certified mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or City at the addresses shown in paragraph 2.1.5 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 2.1.5, notice relating to day-to-day operations of the Property and Improvements, including scheduling and programmatic issues may be given to the County Director of Parks and Recreation as listed in paragraph 2.1.5, without notice to the other County representatives. Either party may, by notice to the other given pursuant to this Section 19.10, specify additional or different addresses for notice purposes.

19.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

19.12 Nondiscrimination. City, County and all others who from time to time may use the Property and Improvements described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

19.13 City Approval. Whenever this Agreement calls for approval by the City of an action implementing the provisions of this Agreement, the City Manager of the City or his or her designee shall have authority to grant such approval, without necessity of further authorization or approval of the City.

19.14 County Approval. Whenever this Agreement calls for approval by the County of an action implementing the provisions of this Agreement, the Chief Executive Officer of the

County or his designee shall have authority to grant such approval, without necessity of further authorization or approval of the County Board of Supervisors.

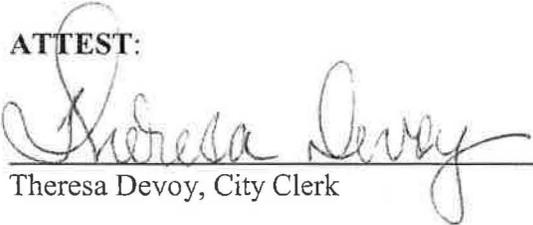
10.1 Memorandum of Lease. County shall execute, acknowledge and deliver to City for recording a memorandum of this Agreement, as required by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY:

CITY OF NORWALK,
a California municipal corporation

By: 
Print Name: Michael J. Egan
Title: City Manager

ATTEST:

Theresa Devoy, City Clerk

Approved as to form:

By: 
Bruce Galloway of Richards, Watson &
Gershon, legal counsel for City



COUNTY:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: Mike Antonovich
Print Name: Michael D. Antonovich
Mayor, Board of Supervisors

By: Russ Guiney
Print Name: Russ Guiney, Director
Department of Parks and Recreation

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36

MAY 19 2015

APPROVED AS TO FORM:

MARK J. SALADINO

County Counsel

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

By: Christina A. Salseda
Christina A. Salseda

Principal Deputy County Counsel

ATTEST:

Patrick Ogawa
Acting Clerk of the Board

By: Deputy
Deputy

MAY 19 2015

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, T 3, S, R 11, W IN THE RANCHO LOS COYOTES IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN UPON A MAP RECORDED IN BOOK 41819, PAGE 141, ET SEQ., OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF TRACT NO. 21975 AS PER MAP RECORDED IN BOOK 598, PAGES 82 TO 85 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE NORWALK-LA MIRADA CITY SCHOOL DISTRICT, RECORDED ON JULY 10, 1959 AS INSTRUMENT NO. 2001, IN BOOK D-532 PAGE 697 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ADJACENT PROPERTY

A GRANT OF REAL PROPERTY BEING A PORTION OF THE NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A MAP RECORDED IN BOOK 41819 PAGE 141 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF TRACT NO. 21975, AS SHOWN PER MAP RECORDER IN BOOK 598, PAGES 82 THROUGH 85 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS SHOWN ON THE DIAGRAM ATTACHED HERETO AND MADE A PART HEREOF AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF LOT 229 OF SAID TRACT MAP 21975, THENCE NORTH $0^{\circ}25'22''$ WEST 22.15 FEET ALONG THE EASTERLY LINE OF SAID TRACT 21975 TO THE SOUTHWESTERLY CORNER OF SAID NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER PROPERTY NOTED ABOVE, ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID TRACT 21975 NORTH $0^{\circ}27'26''$ WEST 27.34 FEET TO AN ANGLE POINT IN THE SAID EASTERLY LINE OF SAID TRACT 21975, THENCE NORTH $0^{\circ}27'26''$ WEST 129.98 FEET ALONG THE EASTERLY LINE OF SAID TRACT 21975 TO AN ANGLE POINT AT A NON-TANGENT CURVE IN THE EASTERLY LINE OF SAID TRACT 21975, ALSO BEING A POINT IN THE NORTHEASTERLY LINE OF LOT 231 OF SAID TRACT 21975, AND ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 242 OF SAID TRACT 21975, THENCE TURNING RIGHT LEAVING SAID EASTERLY LINE OF SAID TRACT 21975 SOUTH $45^{\circ}22'18''$ EAST 222.48 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER PROPERTY NOTED ABOVE, THENCE TURNING RIGHT ALONG SAID SOUTHERLY LINE OF SAID NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER PROPERTY NOTED ABOVE, SOUTH $89^{\circ}37'45''$ WEST 157.10 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,356 SQUARE FEET OR 0.284 ACRES MORE OR LESS.

EXHIBIT "B"

INITIAL IMPROVEMENTS

The Norwalk Golf Course Improvement project will include a regulation driving range, practice pitching and putting greens and a community room/classroom. The site will be fully landscaped with drought tolerant plantings including many California native plants. A variety of tree species will shade the new pathways. Irrigation with a satellite linked smart controller will monitor the flow and application of water to the landscape. Surface water will percolate directly into the soil or flow to new strategically placed retention basins that will accept the water and allow it to percolate slowly through bioswale plantings, sand, gravel and eventually into the native soil below. This work will be done in accordance with the attached site plan.

Norwalk Golf Course Design Program

Driving Range

Relocate Driving Range to northern most part of property.
Construct 30 station driving range tee-line with double deck and several target greens
Install a range ball dispensing machine and a cover for machine exterior
Install protective fences on the sides, ceiling and the back of the range
Install range lights. Minimize neighborhood ambient light to greatest extent possible.
Modify irrigation system
Provide access gate for maintenance equipment

Golf Course

Reconfigure Golf Course layout and Install fencing and protective nettings as needed.
Reconfiguration will include Tees, Greens, and Bunkers. Tee complexes will have 6x6 reinforced concrete pads for mats
Construct 2,200 sf.nursery greenat maintenance yard
Install golf course lights. Minimize neighborhood ambient light to greatest extent possible.
Renovate the irrigation system withsatellite controllers and master controller. System will provide for maximum water conservation efficiency.

Putting Green

Construct a 5,000 sf practice putting green using California minimum specs.

Practice Pitching Green

Construct 2,500 sf practice pitching green with bunker.

Service Yard

Construct golf course equipment storage facility with manager office (master controller is located here) and a restroom.

Construct 3 material bins andcovered fuel tanks with containment area, to comply with SWPPP program.

Clubhouse

Renovate existing clubhouse and add a community room with storage facility for tables and chairs

Construct a Community room with an occupant capacity of 60 people in a classroom arrangement, with a 900 square feet minimum area.

Ready room for the use of audiovisual equipment

Construct a covered patio

Construct a snack bar area, including a small grill with seating capacity of 12 occupants

Add restrooms to comply with code requirement

Install new HVAC equipment

Install new electrical switchgear and service entrance equipment

Install new energy efficient lighting indoor and outdoor

Install emergency lighting

Demo Plan

Prepare a demo plan of the existing structure

Parking Lot

Construct parking lot parallel to Shoemaker Avenue.

EXHIBIT "C"

FORM OF NOTICE OF NON-RESPONSIBILITY

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Fee Exempt. Recorded for the benefit of the City of Norwalk under Govt Code § 6103

TO WHOM IT MAY CONCERN:

Notice is hereby given pursuant to California Civil Code § 3094 that:

1. The undersigned, City of Norwalk, a City organized and existing under the laws of the State of California ("City") is the owner of real property located at _____ ("Property") and the owner of open space located _____ California ("Site").

2. The name of the lessee of the Property is the County of Los Angeles, a body corporate and politic ("County"). The County has also been granted access to the Site.

3. Less than ten days have elapsed since the undersigned City first obtained knowledge of commencement of the work of improvement on or to the above-described property.

4. The undersigned City will not be responsible for any such work of improvement on or to said above-described property; nor will the undersigned be responsible for any work, labor, services, equipment or materials that have been, or that are being, or that may be furnished in said work of improvement on or to said above-described property.

5. The undersigned City's address is:

Dated: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____ before me, _____, Notary Public
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney in Fact
- Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____

Annual Operating Fee

Fiscal Year	Annual Operating Fee
15/16 8 months	\$67,500
16/17	\$60, 000
17/18	\$72,000 + CPI*
18/19	\$72,000 + CPI*
19/20	\$72,000 + CPI*
20/21 4 months	\$27,000 + CPI*

* Consumer Price Index

** Should the County exercise either or both of the additional 1 year options, any subsequent Operating Years shall be the Annual Operating Fee shall be \$72,000 + CPI*.

Annual Operating Incentive

- In addition to the Annual Operator fee, commencing on the first day of the second year of the agreement, County shall pay Operator for its services an Annual Operating Incentive Fee based upon Annual Net Operating Income (*as herein defined, below) in respect to each Operating Year (commencing year two) during the term of this Agreement according to the following schedule: This fee shall be paid to the Operator within 60 calendar days of receipt of a true and correct Profit and Loss Statement, approved by the County, for the previous Operating Year.

Annual Net Operating Income	Annual Operating Incentive Fee
Less than \$100,000	0.0%
\$100,001 to \$175,000	7.5%
\$175,001 to \$250,000	12.5%
Exceeding \$250,001	15.0%

For example, if the Annual Net Operating Income is \$250,000.

The Annual Operating Incentive Fee shall be calculated as follows:

Annual Net Operating Income	Annual Operating Incentive Fee %	Annual Operating Incentive Fee Paid
\$0 - \$100,000	\$ 100,000 x 0.0%	\$ 0.00
\$100,001 - \$175,000	\$ 75,000 x 7.5%	\$ 5,625.00
\$175,001 - \$250,000	\$ 75,000 x 12.5%	\$ 9,375.00
Exceeding \$250,001	\$ 0 x 15.0%	\$ 0.00
	TOTAL	\$15,000.00

Norwalk GC

Year	2015-2016 7 mo - 2 weeks	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021 4 mo - 2 week	Total
Rounds (Green Fees)	-	18,900	19,278	19,664	20,057	7,672	85,570
Rounds % Growth	0%	5%	2%	2%	2%	2%	
Income							
Green Fee/Cart Revenue Per Round Growth	0%	0%	0%	0%	0%	0%	
Range, Shop, F&B, Liq, Rental RevPar Growth	0%	0%	0%	0%	0%	0%	
F & B	\$ -	\$ 11,907	\$ 12,145	\$ 12,388	\$ 12,636	\$ 4,833	53,909
Merch.	\$ -	\$ 5,859	\$ 5,976	\$ 6,096	\$ 6,218	\$ 2,378	26,527
Range	\$ -	\$ 181,251	\$ 192,271	\$ 200,039	\$ 212,201	\$ 82,790	868,552
G Fees	\$ -	\$ 94,500	\$ 100,246	\$ 102,251	\$ 108,467	\$ 41,489	446,952
Junior Academy							-
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ -	\$ 293,517	\$ 310,638	\$ 320,773	\$ 339,522	\$ 131,490	\$ 1,395,940
Cost of Goods Sold (COG)							
COG Pro Shop (70%)	\$ -	\$ 4,101	\$ 4,183	\$ 4,267	\$ 4,352	\$ 1,665	18,569
COG F&B (32%)	\$ -	\$ 3,810	\$ 3,886	\$ 3,964	\$ 4,043	\$ 1,547	17,251
Total COG	\$ -	\$ 7,912	\$ 8,070	\$ 8,231	\$ 8,396	\$ 3,211	35,820
Gross Profit	\$ -	\$ 285,605	\$ 302,568	\$ 312,542	\$ 331,126	\$ 128,279	\$ 1,360,121
Expense % Growth	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Operating Expenses							
Payroll							
Pro Shop	\$ -	\$ 55,845	\$ 56,403	\$ 56,967	\$ 57,537	\$ 21,792	248,545
Range	\$ -	\$ 44,676	\$ 45,123	\$ 45,574	\$ 46,030	\$ 17,434	198,836
Administration Management Fee	\$ 67,500	\$ 103,824	\$ 103,824	\$ 103,824	\$ 103,824	\$ 38,934	521,730
Course Maintenance	\$ -	\$ 37,699	\$ 38,076	\$ 38,457	\$ 38,841	\$ 14,711	167,784
P/R Costs (16%)	\$ -	\$ 27,207	\$ 27,428	\$ 27,652	\$ 27,877	\$ 10,539	120,703
Total Payroll	\$ 67,500	\$ 269,251	\$ 270,854	\$ 272,474	\$ 274,109	\$ 103,410	\$ 1,257,599
Other Expense							
Pro Shop	\$ -	\$ 2,020	\$ 2,040	\$ 2,061	\$ 2,081	\$ 788	8,990
Range	\$ -	\$ 20,200	\$ 20,402	\$ 20,606	\$ 20,812	\$ 7,883	89,903
F&B	\$ -	\$ 354	\$ 358	\$ 361	\$ 365	\$ 138	1,576
Administration	\$ -	\$ 5,050	\$ 5,101	\$ 5,152	\$ 5,203	\$ 1,971	22,476
Course Maintenance	\$ -	\$ 30,300	\$ 30,603	\$ 30,909	\$ 31,218	\$ 11,824	134,854
Water	\$ -	\$ 35,350	\$ 35,704	\$ 36,061	\$ 36,421	\$ 13,795	157,330
Power	\$ -	\$ 25,250	\$ 25,503	\$ 25,758	\$ 26,015	\$ 9,853	112,378
Tax/Insurance	\$ -	\$ 35,350	\$ 35,704	\$ 36,061	\$ 36,421	\$ 13,795	157,330
Total Other Expense	\$ -	\$ 153,874	\$ 155,413	\$ 156,967	\$ 158,537	\$ 60,046	684,836
Total Operating Expense	\$ 67,500	\$ 423,125	\$ 426,267	\$ 429,441	\$ 432,646	\$ 163,456	\$ 1,942,435
Net Operating Income (NOI)	\$ (67,500)	\$ (137,520)	\$ (123,699)	\$ (116,899)	\$ (101,520)	\$ (35,177)	\$ (582,314)
Non Operating Expense							
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Equipment Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Income	\$ (67,500)	\$ (137,520)	\$ (123,699)	\$ (116,899)	\$ (101,520)	\$ (35,177)	\$ (582,314)
Revenue Per Round							
Green Fees	\$ -	\$ 5.00	\$ 5.20	\$ 5.20	\$ 5.41	\$ 5.41	
Range	\$ -	\$ 9.59	\$ 9.97	\$ 10.17	\$ 10.58	\$ 10.79	
Pro Shop	\$ -	\$ 0.31	\$ 0.31	\$ 0.31	\$ 0.31	\$ 0.31	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Golf	\$ -	\$ 14.90	\$ 15.48	\$ 15.68	\$ 16.30	\$ 16.51	
F&B	\$ -	\$ 0.63	\$ 0.63	\$ 0.63	\$ 0.63	\$ 0.63	
Total Food	\$ -	\$ 0.63					
Total	\$ -	\$ 15.53	\$ 16.11	\$ 16.31	\$ 16.93	\$ 17.14	

Opening Expense

Pro Shop

Scorecards	3000
Pencils	300
Supplies	500
Phone Sys	500
Alarm	500
Sagnage	2000
Displays	3000
	<hr/>
	9800

Golf Course

Rope	300
Stakes	500
Tee marke	500
Trash cans	500
Ball washe	4000
Flags	500
Flag sticks	1000
Cups	200
Rakes	300
	<hr/>
	7800

Range

Pull carts	800
Mats	7500
Balls	9000
Tee	200
Baskets	600
Dividers	2500
Ball caddie	500
Benches	5000
Trash cans	3000
Picker	3500
Gator	12500
	<hr/>
	45100

Learning Center

Tables	2000
Chairs	1500
Computers	7000
Dry erase t	300
Desk	500
Storage ca	1000
Supplies	1000
	<hr/>
	13300

Practice Area

Flags	300
Cups	150
Benches	500
Trash cans	500
Signage	1000
	<hr/>
	2450

78450

Rebuild Norwalk Golf Course

<u>Project Name</u>	<u>Estimated Cost</u>
---------------------	-----------------------

NOE Report	\$ 100,000
------------	------------

Design Fees	\$ 250,000
-------------	------------

Irrigation Upgrades	\$ 50,000
---------------------	-----------

Range Construction	\$ 1,000,000
--------------------	--------------

Golf Course Construct	\$ 1,000,000
-----------------------	--------------

Lighting Upgrades	\$ 100,000
-------------------	------------

Maintenance Equipme	\$ 250,000
---------------------	------------

Pro Shop & Office Equ	\$ 35,000
-----------------------	-----------

F&B Equipment	\$ 25,000
---------------	-----------

Patio & BBQ Furniture	\$ 50,000
-----------------------	-----------

Computer Room	\$ 200,000
---------------	------------

	\$ 3,060,000
--	--------------

	\$ 612,000
--	------------

	\$ 3,672,000
--	--------------

Hire architect to complete golf course & range changes and clubhouse addition and changes

- prelim to permits

Move heads, valve in head control??

Includes double deck 15 stall on each level with lid & 100' tall.

9 new holes including tees, greens, bunkers & practice area, nursery green

Move existing & install new where needed.

New mowers & other including clarifier

Cash register, counter small office area

Refrigerator, grab & go facility

Includes new BBQ tables & chairs, scoring area

650 sq. ft. @ \$300 per ft.

20% Contnigency

Total



APPENDIX B: REQUIRED FORMS

REQUIRED FORMS - EXHIBIT 7

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: **CourseCo, Inc.**
 COUNTY VENDOR NUMBER: **131932**

- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 18						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino						
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	3		5	5	2	1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Tom Isaak	Authorized Signature	Title President and CEO	Date 08/21/15
---	----------------------	-----------------------------------	-------------------------